REPORT RESUMES

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GUIDELINES FOR REALISTIC FACILITY PLANNING FOR SCHOOLS OF VOCATIONAL, TECHNICAL, AND ADULT EDUCATION.
WISCONSIN STATE BOARD OF VOCAT. AND ADULT EDUC.

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SPECIFIC INFORMATION NEEDED BY LOCAL SCHOOL DISTRICT PERSONNEL IN PLANNING VOCATIONAL, TECHNICAL, AND ADULT EDUCATION FACILITIES IS PROVIDED. AREAS COVERED ARE (1) SEVEN STEPS IN FACILITY PLANNING, (2) DETAILS OF VOCATIONAL EDUCATION FACILITY PLANNING FROM INCEPTION TO DEDICATION, (3) A PLANNING CHECKLIST, (4) GUIDELINE STANDARDS FOR CEILING HEIGHTS, ROOM SIZES AND SHAPES, LIBRARY AREAS, SPECIALIZED PROGRAM AREAS, LAND REQUIREMENTS, CORRIDORS, AND ELEVATORS, (5) ARCHITECT SELECTION, (6) FEDERAL LABOR STANDARDS, (7) APPLICANT CHECKLIST, (8) CONTRACTOR CHECKLIST, (9) STATE BOARD CHECKLIST, (10) WEEKLY STATEMENT OF COMPLIANCE, (11) ROUTINE LABOR RELATIONS INTERVIEW, (12) WAGE DETERMINATION, (13) PAYROLL, (14) BIDDER'S PROOF OF RESPONSIBILITY, (15) FLOOR PLAN FOR A GUIDANCE AND TESTING COMPLEX, (16) CONSTRUCTION CONTRACTS, AND (17) WISCONSIN CONSTRUCTION LAWS. (JM)

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

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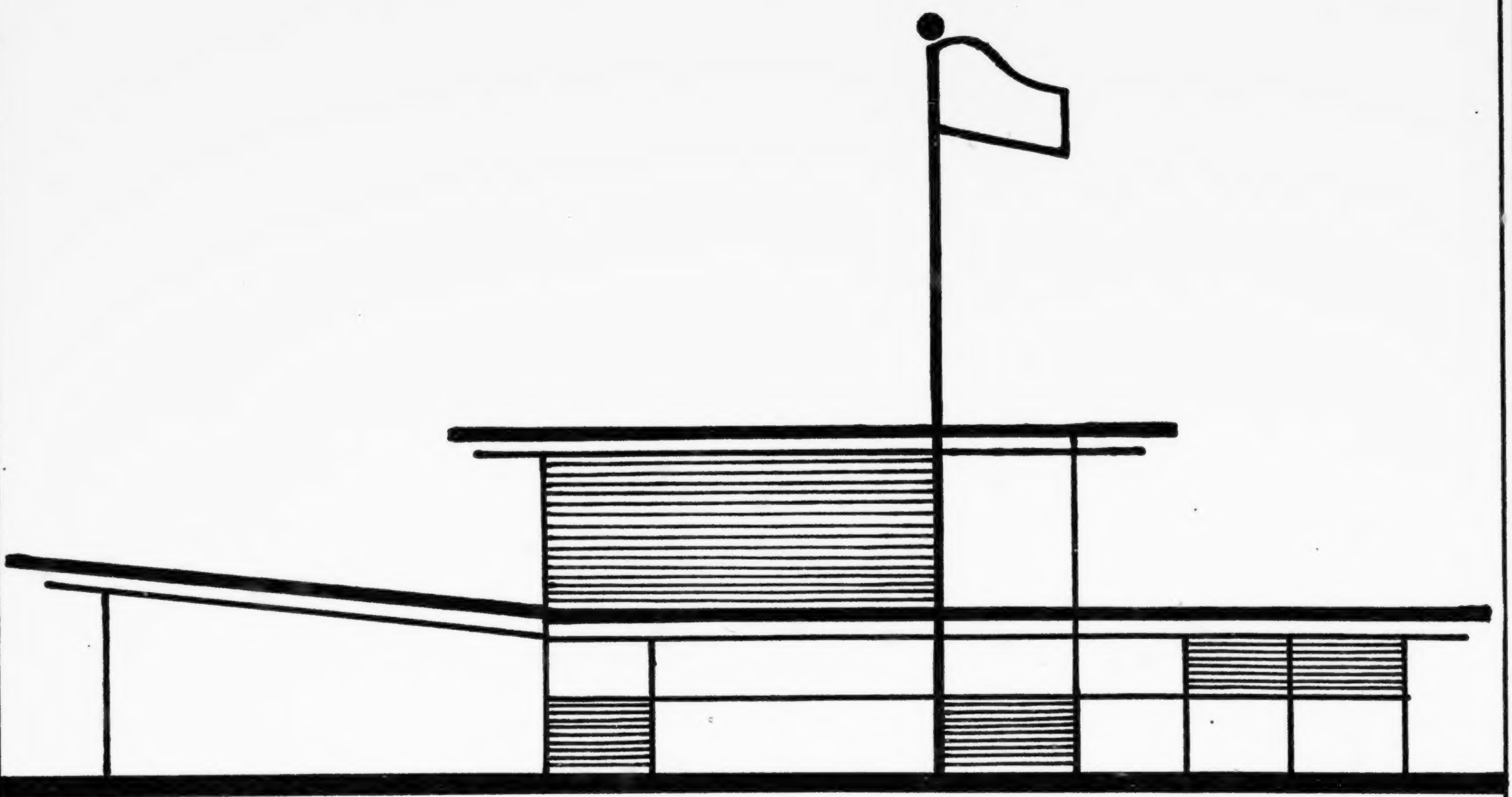
Guidelines for Realistic Facility Planning for Schools of Vocational, Technical and Adult Education



Wisconsin State Board of Vocational, Technical and Adult Education

Madison, Wisconsin

C. L. Greiber, Director

VT001631

Wisconsin State Board of Vocational, Technical and Adult Education
Madison, Wisconsin 53702
C. L. Greiber, Director

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Wisconsin State Board of Vocational, Technical and Adult Education
Madison, Wisconsin 53702
C. L. Greiber, Director

SUBJECT: Procedures for Planning Facilities

Step I. Consult with State Director and State Staff to Develop Plan

- A. Advisory committee studies
- B. School committee studies
- C. Obtain local board action to proceed

Step II. Establish Overall Guidelines for Long Range Plan with Help of State Office Staff and Obtain State Director's Approval

- A. Establish objectives for vocational, technical and adult education for area.

- B. Studies for facilities development

    1. Program studies and program approval
    2. Population and enrollment studies
    3. Geographic and economic studies
    4. Employment studies
    5. Preliminary estimate of facility cost
    6. Application for consideration for federal aid to the State Director. Use Form VE-AD-78

Step III. Development of Educational Specifications with State Office Help

- A. Program needs of the area
- B. Student needs, i.e. for a system of vocational, technical and adult education for all students
- C. Size and type of facility
- D. Local board action to proceed

Step IV. Selection and Commissioning of Architect

- A. Invitation to architects to determine interest
- B. Application form to be used - VE-AD-62
- C. Committee action and approval of applications
- D. Local board interviews
- E. School visitations
- F. Selection of architect
- G. Local board action to commission architect

Step V. Site Selection

- A. Acquisition of additional land at present site
- B. New site selection

        1. Sufficient area for present and future expansion
        2. Adequate and accessible space for student, faculty and visitor parking
        3. Suitable environment

    C. Site purchase

Step VI. Establish Design Criteria for Total Project by Local School and State Office

    A. Develop schematic plan - use guideline standards VE-AD-61

        1. Local board approval
        2. State office approval

    B. Develop construction plans and specifications

        1. Local board approval
        2. State director's approval

    C. Develop procedures for bidding and contract award

    D. Award of State Director's contract to local board - VE-AD-74

Step VII. State Office Supervision during Construction

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: PLANNING A VOCATIONAL EDUCATION FACILITY

I. PLANNING FOR VOCATIONAL, TECHNICAL AND ADULT EDUCATION

In order to plan for a realistic program for Vocational, Technical and Adult Education for Wisconsin Area Schools we must first establish our objectives. These objectives will be met through the curriculum made up of programs and courses. Our name indicates a system of education for vocational students, technical students and adult students and, therefore, our objectives must include all three.

The Congress of the United States in 1963 enacted into law the Vocational Education Act of 1963 Public Law 88-210. Part A - Vocational Education Declaration of Purpose states

SECTION I "It is the purpose of this part to authorize Federal grants to States to assist them to maintain, extend and improve existing programs of vocational education, to develop new programs of vocational education and to provide part-time employment for youths who need the earnings from such employment to continue their vocational training on a full-time basis, so that persons of all ages in all communities of the State -- those in high school, those who have completed or discontinued their formal education and are preparing to enter the labor market, those who have already entered the labor market but need to upgrade their skills or learn new ones, and those with special educational handicaps -- will have ready access to vocational training or retraining which is of high quality, which is realistic in the light of actual or anticipated opportunities for gainful employment, and which is suited to their needs, interests, and ability to benefit from such training."

The Congress recognized that a massive country-wide movement must be initiated to provide these programs and consequently, for the first time Federal funds have been authorized for construction of area vocational, technical and adult schools facilities. These funds will be made available to local schools on a matching basis in light of guidelines to be established.

The following outline may serve as a guide in planning a realistic area vocational education program.

A. Establish objectives for Vocational, Technical and Adult Education for local area.

    1. Local Director and Local School Committee
    2. Local Director and Local Board Committee
    3. Local Director and Area Advisory Committee made up of top Management and Labor leaders in school area.
    4. Conferences with staff of State Office.

B. Planning Curriculum, Programs and Courses in light of the above established objectives.

    1. Committees that could be used for development and planning

        a. Local Director and Local School Staff Committee
        b. Local Director and Local Board Committee

    c. Local Director and Area Advisory Committee
        This committee should be made up of the strongest leaders from both Management and Labor.
    d. The Wisconsin State Employment Service
    e. Local Director and Committee from City Council
    f. Local Chamber of Commerce
    g. Help of specialists from State Office
    h. Obtain State Board program approval

  2. Areas of study by the committees

    a. Historical Review of Local School (Narrative of local school history i.e. to include facility, curriculum, programs and courses. Growth or decline)
    b. Survey and Evaluation of present facility if this construction is to be an addition or a remodeling project.

      (1) Age and condition of present structure
      (2) Number and condition of previous additions
      (3) Age and condition of all mechanical equipment, heating, plumbing, ventilating and electrical
      (4) Comparative analysis using Suggested Guideline Standards for Facilities #VE-AD-61

C. Survey on Ability to Finance and Maintain

  1. Local Tax Base ($)
  2. Area population base
  3. Area financial ability to operate school

D. Survey for Suitable Site

  1. Central city location v.s. outlying location
  2. Study and survey on expanding present site
     (Cost consideration and guidelines set forth in Form VE-AD-61)
  3. New site campus type

    a. Cost per acre
    b. Utilities: sewer, water and electricity
    c. Public transportation
    d. School parking
    e. Local zoning patterns
    f. Subsoil condition determination

E. Suggested Studies to be Made by Committees

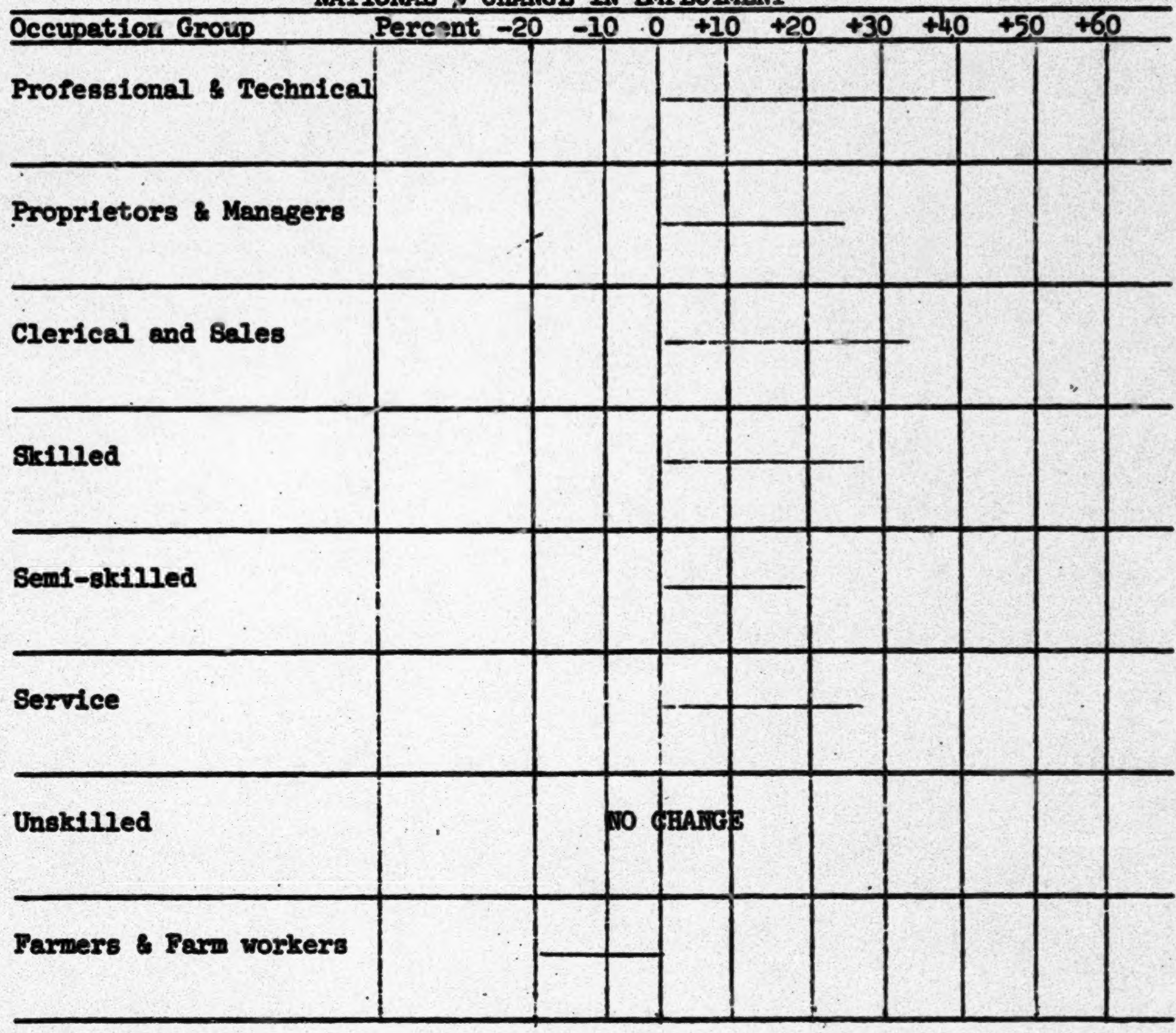
  1. Area population statistics 1945 to present and projected to 1975 (growth or decline) use graph or chart if possible.
  2. Elementary and secondary school statistics 1945 to present and projected to 1975 (growth or decline) use graph or chart if possible.
  3. Line graph showing area population and local school growth or decline from 1945 to present and projected to 1975.
  4. Chart on total school enrollment from start to present and projected to 1975.

5. Chart on post high school enrollments 1960 to present and projected to 1975.
6. Present student educational attainment i.e. 8th grade level, 12th grade level, over 12th grade level and college level.
7. Follow up study of local school graduates.

   a. Number of student graduates__________
   b. Number of 1 year diploma graduates_________
   c. Number of 2 year diploma graduates_________
   d. Number of associate degree graduates________
   e. Average weekly salary associate degree graduates_______
   f. Average weekly salary of all graduates___________
   g. Average weekly salary 1 year diploma graduates________
   h. Average weekly salary 2 year diploma graduates_______
   i. Graduates employed in field of training_____%
   j. Placed in employment local area_______%
   k. Placed in employment outside local area_____%

8. For reference only

NATIONAL % CHANGE IN EMPLOYMENT



F. Survey on Expenditures:
Line graph showing total local school expenditures for school budget from 1940 to present in five year intervals and projected to 1975 from the following sources.

1. Local taxes
2. State aids
3. Federal aids
4. Other income

G. Survey on Placement of Graduates

1. Local School Placement Record
2. Wisconsin State Employment Service
    (a) Employment needs and trends local, State and National.
    (b) Employment placement of local school students, local, State and other.

II. PLANNING A FACILITY

A. All committees submit studies and summary reports, to local director.

B. Local director and school committees prepare report for local board.

1. Evaluate and analyze studies and reports.
2. Develop educational specifications to meet established objectives in light of study results.
3. Recommend site selection and acquisition to local board in light of committee reports and guideline standard VE-AD-61
4. Submit report on size of school to local board in light of committee reports
    a. Formula for determining total no. of classrooms needed.

$$\frac{\text{Total school enrollment}}{\text{Average size class X utilization factor}} = \text{No. of classrooms needed}$$

i.e. Utilization factor to be determined by local school 80%, 75%, 60% a suggestion may be 75% this would allow for increased enrollments.

b. Formula for determining number of teaching stations required for each subject or course.

$$\frac{\text{No. to be enrolled in course X Hours per week class is to meet}}{\text{Average size of class X Hours per week per teaching station X utilization factor.}} = \text{No. of teaching stations of classrooms}$$

i.e. Utilization factor to be determined by local school.

5. Submit cost estimate to local board.

   a. Cost per student bldg. only $1500.00 to $2500.00
   b. Cost per sq. ft. $11.00 to $24.00
   c. The U. S. Office of Education publishes information showing construction cost averages. This information may be valuable when forming initial estimates of construction. The range in cost breakdown shown below are averages and do not represent absolute limits, nor do they necessarily apply to any particular project or locality.

      (1) Construction contracts 67 to 78% of total capital outlay budget; general construction from 51 to 60%; heating and ventilating 7 to 12%; plumbing 4 to 5%; electricity 4 to 8%.

      (2) Cost other than construction rage from 22 to 33% of the total including such items as sites, from 3 to 9%; equipment 7 to 13% (this item will vary widely and should be in line with local school needs); engineering, architect and supervisory costs 5 to 9%; administration 1 to 4%.[1]

      Final cost estimates are normally computed by the architect, but may be contracted for from an outside estimator-consultant. Final estimates are not legally binding for any party in the construction process as no one can be held liable for contingencies or unpredicted market fluctuations.[2]

6. Submit report and recommendations on methods of financing.

   a. Construction costs

      (1) Local area bonding long term
      (2) Federal aid
      (3) Gifts and grants
      (4) Reserve funds accumulated in advance
      (5) Current revenues
      (6) Borrowing short term

   b. Cost of operation and maintenance of new facility. Show complete breakdown.

7. Development and adoption of long-range plan.

8. Local board action to proceed.

9. Selection and hire architect and develop plans and specifications.

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[1] U. S. Department of Health, Education and Welfare, "Local School Construction Programs," #20 (Washington D. C., U. S. Government Printing Office 1957)

[2] "To Create a School" (A design for working relationship by Steward D. North Wisconsin Association of School Boards, Inc.)

a. Use VE-AD-62, "Suggested Guidelines for Employing Architects for Construction."

b. Architectural planning

  (1) Research, committee reports, and educational specifications turned over to architect.

  (2) Director and school committee develop design criteria with architect.

  (3) Develop schematic phase of plans.

  (4) Approval of schematic plans

    a. Approval local board
    b. Approval state office

  (5) Develop design phase of plans

  (6) Approval of design phase of plans

    a. Approval of local board
    b. Approval of state office

  (7) Develop construction plans and specification

    (a) Recheck all research, committee reports, and design criteria to determine fullfillment.
    (b) Check and verify VE-AD-61, Suggested Guideline Standards for Facilities.
    (c) Submit 6 weeks in advance of bidding date 6 copies to State Office VE-AD-69, Request for Determination of Wage Rate for Local Area.
    (d) Incorporate into specification in its entirety VE-AD-63, Contract Clauses to be Incorporated into Specifications for Federally Assisted Construction Contracts.
    (e) Obtain legal opinion on adequacy of contract, insurance coverage, bonding and bidding procedure.
    (f) Pre-qualification of contractors before bidding plans and specifications are given out.(66.29 ((2)))

      ((1)) Suggest the use of VE-AD-70, Suggested Guideline Bidder's Proof of Responsibility.
      ((2)) Proof of responsibility should be established well in advance of the advertisement for bids in order to allow only qualified contractors to receive bidding plans.

    (g) Local director and architect establish construction schedule.

((1)) Establish target date for completion of construction i.e. ideal July 1 or December 1 this will give two months to move and ready building for September or February use. With these dates fixed the starting date for construction will depend on the size of project.

((2)) Use of "Liquidated Damages Clauses" with a realistic $ amount per day for noncompletion depending on size of job and damages incurred. i.e. do not use "Penalty Clauses" to meet completion date, if "Penalty Clauses" are used there will also have to be a "Bonus Clause" for completion in advance of completion date.

(h) Check for compliance with all laws and ordinances of local "City Plan Commission" or "City Building Commission."

(i) Obtain plan and specification approval from "Wisconsin State Industrial Commission."

(j) Obtain plan and specification approval from "Wisconsin State Board of Vocational and Adult Education."

III. FACILITY CONSTRUCTION

NOTE: Constructor bidding procedures are established by the local board aided by its architects after final construction documents are complete and approved by board action. These bidding procedures present many legal technicalities and may require the service of legal council i.e. say city attorney. All decisions made on contract form, bonding, advertising and award of contracts must comply with all laws and regulations of the State of Wisconsin (62.15; 66.29; 71.10; 289.16 and others).

A. Bidding and contracting for construction

1. Advertisement for bids

   a. Local newspaper
   b. Western Builder
   c. Construction Industry Publications
   d. Builders Exchange
   e. Dodge Corporation

NOTE: Advertisement for bids should state the date, hour bidding is closed and the precise ground rules for offering of bids and the rules for award of contracts.

In order to establish good public relations and assure good completive bidding a few simple and sound principles must be followed.

1. Plans and specifications should be prepared in sufficient detail that each knows exactly what is required on the job.

2. BIDS should be limited to the contractors whose qualifications have been approved. The conditions under which bids are to be taken should be stated in the invitation. For instance, it should be stated that the bids must be in accordance with the plans and specifications, that bids will be opened at a designated time and place and read at that time. Contractors are much more likely to submit their best prices if they know that all bids are to be disclosed to the bidders.
3. No contractor should be permitted to submit a bid if his qualifications are such that he would not be awarded the contract. It is only asking for trouble to allow such a contractor to take out plans and specifications in the hope that he either will not bid or if he does, that he will not be low.
4. Provided the low bid is fully responsive to the bidding requirements and is within the amount of money allocated for the job the award would be made to the low bidder. If the provisions of the proceeding paragraphs are observed there should be no reason why the award should be made to any but the legitimate low bidder.
5. It is unfair to ask for competitive bids if the intention is to award the contract to a particular contractor even though the contractor may not be the legitimate low bidder. If preference is to be given to a particular contractor, the owner will be better advised to forego taking competitive bids.[1]

2. Allow no less than 4 weeks and up to 6 weeks time for bidding depending on size of project.
3. School boards (66.29(6)) shall separately advertise for bids for (1) General construction (2) Plumbing (3) Heating and ventilating and (4) Electrical and award separate contracts in each area to lowest acceptable and responsible bidder.
4. All bids must be publicly opened, read aloud and tabulated.
5. Architect to analyze and evaluate all base and alternate bids and recommend to local board award of contracts.
6. Local board takes formal action on award of contracts and letters to proceed sent out.
7. Local board in larger projects employes "Clerk of the Works" as its representative to supervise all construction.

NOTE: The qualifications of the "Clerk of the Works" are many and varied and often these men with tact and firmness are hard to find. Retired contractors, architects, and construction superintendents generally have the know how and ability to handle a job of this type.

Qualifications of "Clerk of the Works".
1. General knowledge of modern construction practice.
2. Knowledge to read and interpret drawings and specifications.
3. Knowledge of modern construction materials.
4. Honesty and ability to deal with contractors.
5. Honesty and ability to make decisions.
6. Knowledge of administration and ability to keep construction records and charts.

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[1] Master Builders of Iowa, Selecting a Contractor for your Building Program (Des Moines THE ASSOCIATION, undated)

8. Local director and school committees plans room, shop and lab layout and prepares to purchase new equipment needs and supplies architect with shop drawings for layout and roughing-in dimensions.
9. Local director supply and explain VE-AD-65, "Check List for Contractor" to all prime contractors under contract and supervises its compliance.
10. Local director supervises compliance with VE-AD-64, "Check List for Applicant" (local school) and check "Weekly Payrolls," VE-AD-67, "Weekly Statement of Compliance" and VE-AD-68, "Routine Labor Relations Interview."
11. "Change Orders" with carefully planning, accurate plans and specification and sound design criteria "Change Orders" can and must be kept to a minimum.

    a. All "Change Orders" must be in writing and approved by local board, on recommendation and after architects approval is given.
    b. All "Change Orders" should be as a lump sum proposal for fixed amount.

12. Weekly, bi-monthly or monthly job meetings depending on size of projects.

    a. Attendance of job meeting i.e. clerk of the works, architect, representative of state office, all prime contractors or their representatives and representative of local school.
    b. Progress schedule established and maintained.
    c. "Clerk of the Works" to write report for each meeting.
    d. Problems of the several contractors on construction solved at these meetings.

13. Payment to contractors - payment to contractors should be made monthly for all labor and material wrought into the project and for materials suitably stored on job site.

    a. Payments made only on architects certified certificate for payment.
    b. Payments by local school on certificate should be made within 30 days.

14. Inspection reports

    a. State office and Federal inspectors must have access to the project at all times (reasonable) and the contractors will provide proper facilities for such access and inspection.
    b. The architect through the local director will submit monthly inspection reports.

15. Establishment of "Punch List." When the project is 95% complete the architect, local director, representative of state office and all contractors will make an inspection and formulate a "Punch List" of items to be completed and/or corrected.

B. Acceptance of building by owner.

1. Final inspection
   All work on "Punch List" complete and all work called for in plans, specifications and change orders completed and accepted according to established standards.
2. Local board takes formal action to accept building and authorizes architect to make final payment to all contractors.
3. Warranty begins
   All instructors and maintenance personnel instructed to report all mal-functions and defects in writing to the attention of local director under date of occurrence.
4. Training program for operation of new facility
   All instructors and maintenance personnel should receive training in the maintenance and operation of all automatic and mechanical equipment and devices under their care and custody, i.e. to be done by architect, contractors and equipment suppliers.
5. Moving into new additions or new building, i.e. shakedown run for teaching staff and maintenance personnel.
6. Public open house
   The local director and committee of board and staff should plan the dedication of new facility with great care.
7. School Begins

Wisconsin State Board of Vocational, Technical and Adult Education
Madison, Wisconsin 53702
C. L. Greiber, Director

A CHECK LIST FOR FACILITY PLANNING FOR SCHOOLS OF VOCATIONAL, TECHNICAL AND ADULT EDUCATION

I. Basic Considerations for Planning Vocational Education Facilities

A. THE SITE

1. Size - Sufficient in area to provide space for:

	Yes	No
a. Present and future buildings		
b. Outdoor instruction and recreation		
c. Student, faculty, and visitor parking		
d. Site beautification		
e. Service,drives, walkways		
2. Location		
a. Readily accessible to drive-in traffic		
b. Availability of water, sewers, electricity, and gas at reasonable cost		
c. Coordinated with community planning		
3. Criteria for Selection		
a. Health and safety		
(1) Free of excessive noise, odors, smoke, dust and congested traffic		
b. Suitability		
(1) Adequate space for the various types of buildings, future expansion, drives, walkways, recreation, parkway		
c. Economy - The reasonable purchase price plus site features which preclude:		
(1) Excessive excavation and hauling		
(2) Special footings or pilings		
(3) Special installations because of distances to public utilities		
(4) Construction and maintenance of long access drives		
4. Site Development		
a. Building located and oriented properly		
b. Provision for placement of the building, drives, recreation areas, and parking space in proper relationship to one another		

Yes No

c. Provision for safe approaches to the site

d. Provision for site beautification

B. THE BUILDING

1. Curriculum Dictates the Design

A prime factor in the planning of facilities for vocational and technical education is the realization that each of the areas has specific requirements which must be met. Further, these programs may vary with the specific training needs of each community. Since the building and other facilities are basically educational tools, they are essential to the educational process and will help to achieve the purposes of the program. Building design is, then, an expression of how the problems of educational program planning have been solved.

2. Design Considerations

a. Flexibility

(1) Creation of a building which can be readily adapted to future learning requirements, enrollments, and methods of teaching

(2) Rearrangement of space in the building without major structural changes

(3) Multiple use of space for both day and night classes

b. Expandability

(1) Increase in the floor area of a structure, either by expansion on the same level or by the addition of another story

c. General environment

(1) Proper control and balance of accoustics, heating, ventilating, lighting, and color

d. Aesthetics

(1) Imagination and creativity to meet emotional as well as physical needs

e. Safety

(1) Overall structural safety, traffic control, proper lighting, space for each item of equipment, removal of exhaust fumes, and suitable firefighting equipment for each area.

f. Economy

(1) Adaptation of the building to the site; building spaces that are related functionally; building perimeter lines straight, simple, and short

	Yes	No
3. **Program Considerations**		
a. General classrooms for lecture or discussion-type activities		
b. Laboratories and shops for demonstration and project activity		
c. Preparation rooms and instructional supply storage		
d. Project storage and student lockers		
e. Library and resource materials		
f. Classroom equipment and furniture		
4. **Administration Considerations**		
a. Private and general offices		
b. Guidance, counseling, and conference rooms		
c. Health clinic		
d. Cafeteria and food service		
e. Personnel records vault		
f. Custodial and maintenance shops		
g. Central supply receiving and storage rooms		
h. Toilets, drinking fountains, and rest rooms		
5. **Environmental Controls**		
a. Proper heating and ventilation to control room air temperature, humidity, purity, and distribution		
b. Accoustical treatment to control or minimize sound transmission in and between classrooms, shops, laboratories, and other areas		
c. Balanced electrical lighting, natural light, and interior finishes		
6. **Auxiliary Needs**		
a. Electricity, gas, and water		
b. Sewage and waste disposal		
c. Inter-communication system		
d. Program clock and emergency bell system		
e. Closed circuit TV		
7. **Area and Space Relationships**		
a. Proper relationships of each area to others to facilitate traffic flow, reduce noise and confusion, and to complement program planning		
b. Noisy areas separate from other areas		
c. Ease of movement of supplies and equipment		
d. Accessibility of parking areas to the administrative offices and instructional learning areas		
e. Various rooms or areas zoned for independent use as needed or desired		

NOTE: All reactions should be made in light of established guidelines and all negative reactions must be justified in detail.

II. Educational Specifications

A. What Are They?

The written outline of the vocational and technical education program and the facilities needed to accommodate that program.

B. What Are Their Values:

1. Thorough Examination of the Needs Will:

   a. Stimulate more effective planning
   b. Promote economy in planning the facilities
   c. Aid in determining the number and types of rooms and space to be provided
   d. Serve the architect as a guide for building design
   e. Serve the students, faculty, and staff as a guide to utilize the building more effectively
   f. Provide for more cooperative planning and understanding of program objectives
   g. Emphasize the community's objectives and aims for the vocational and technical education program

C. What Do They Include?

1. General Requirements

   a. Statement of the philosophy and objectives of the community for its vocational and technical education program
   b. A plan of the proposed vocational and technical education organization, program, and the groups to be accommodated
   c. A description of the educational facilities needed

2. Detailed Requirements

   a. Statements of the philosophy and objectives of each of the subject offerings
   b. Space requirements, numbers, and kinds of rooms needed for each subject field
   c. Special utilities and service needs in shops and laboratories
   d. Relationships of spaces required or preferred
   e. Environmental factors needed or desired

3. Miscellaneous Information

   a. Traffic patterns--interior and exterior
   b. Storage
   c. Floor materials ain shops and laboratories
   d. Cleaning systems
   e. Intercom, program bell, and clock systems

    - f. Furniture and equipment to be housed
    - g. Custodial services
    - h. Mechanical equipment

D. Who Develops Them

1. A combined effort of the following, operating under the legal authority of the local board of education:

    - a. Administrative staff
    - b. Instructional staff
    - c. Educational consultants
    - d. Architects
    - e. Lay groups
    - f. Students
    - g. Occupational advisory groups
    - h. Representatives from management and labor and other responsible educational agencies

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: SUGGESTED GUIDELINE STANDARDS FOR FACILITIES

A. Ceiling Heights:

1. Offices 8' 0" to 9' 0"
2. Corridors 8' 0" to 8' 6"
3. Class Rooms 9' 0" to 10' 0"
4. Laboratories 9' 0" to 10' 6"
5. Shops
    a. Drafting Room 9' 0" to 10' 0"
    b. Electronic Lab 9' 0" to 10' 0"
    c. Woodshop 9' 6" to 18' 0"
    d. Welding Shop 9' 6" to 12' 0"
    e. Machine Shop 9' 6" to 12' 0"
    f. Auto Mechanic Shop 9' 6" to 12' 0"
    g. Metals Shop 9' 6" to 12' 0"
6. General Assembly Room 9' 0" to 12' 0"

B. Class Room, Office Laboratory and Shop: Size and Shape

The relationship of length to width should approximate a ratio of 1 to 1 rather than the old concept of a 2 to 1 ratio, a ratio of 3 - 2 may also be considered in some shops

1. Offices
    a. General Administrative Office 24' x 18' or 432 sq. ft.
    b. Director's Office 18' x 14' or 252 sq. ft.
    c. Board or Conference Room 24' x 16' or 384 sq. ft.
    d. Secretary Office 18' x 16' or 288 sq. ft.
    e. Business Managers Office 16' x 14' or 224 sq. ft.
    f. Finance Office 12' x 12' or 144 sq. ft.
    g. Storage for above offices 30 to 40% of the above total.
    h. Instructor's offices 10' x 12' or 120 sq. ft. (Grouping Instructors by Area or department into office carrels rather than individual offices at classroom, lab or shop should be given careful study.)

2. Class & Conference Rooms

The Wisconsin Administrative Code Rules of Industrial Commission Building Code chapter Ind. 56.11 "Floor space & ceiling heights" (1) All class and recitation rooms shall have a minimum floor space of 23 sq. ft. per person. Rooms used only for study purposes shall have a minimum floor space of 15 sq. ft. per person. (2) In colleges or universities classrooms seated with tablet arm chairs or seats without desks shall have a minimum floor space of 10 sq. ft. per person.

C. Laboratories

1. Physics 50 sq. ft. per student + 15% additional space for storage
2. Chemistry 45 sq. ft. per student + 15% addititonal space for storage
3. Mechanics 60 sq. ft. per student + 20% additional space for storage
4. Hydraulics 65 sq. ft. per student + 25% additional space for storage
5. Fluid Power 70 sq. ft. per student + 25% additional space for storage
6. Special laboratories must be given special consideration.

D. Library

1. The library in a modern and progressive school for vocational and technical education will be one of the most important facilities of our schools. The library could well be the center hub in the relationship of facilities. A separate wing for library and student lounge in a one building school or separate building to house library and student lounge in the campus type school would be a sound approach.

2. Library Areas to be considered

    a. Reading and work areas
    b. Informal reading areas
    c. Individual study carrels
    d. Circulation area, card catalog, checkout, etc.
    e. Open shelf area
    f. Conference rooms
    g. Work rooms
    h. Reference room
    i. Current periodicals area
    j. Typing carrels
    k. Audio-visual center (recording and viewing including closed circuit television.)
    l. Material development center.

3. Seating capacity suggested minimum 25% of full-time enrollment

4. Size of Library
   25 to 30 sq. ft. per reader exclusive of stack and work area

5. Size of stack area

    a. 15 volumes per sq. ft. of floor space
    b. 2 volumes per cubic foot if the standard 76 inch high book stack is used.
    c. 6 books for lineal foot of shelf space
    d. 125 books for 3 foot section 76 inch high stack
    e. Minimum 2' 6" lineal foot table edge per student.

6. It may be well in planning a new library facility to take a close look and examine all the newer furniture, equipment, etc. now on the market for the newer concept of library operation.

E. Business and Distributive Education

1. Typing Lab. 25 to 60 students 25 sq. ft. per student
2. Steno Lab. 18 to 24 students 40 sq. ft. per student
3. Office Machine Lab. 20 to 24 students 32 sq. ft. per student
4. Accounting Lab. 18 to 24 students 35 sq. ft. per student
5. Dictation Lab. 24 to 30 students 30 sq. ft. per student
6. Marketing Lab. 20 to 24 students 45 sq. ft. per student
7. Marketing classroom 30 students 25 sq. ft. per student
   All of the above labs to have 10 to 15% additional space for storage

F. Home Economics Education

1. Home and Family Living Area

   a. Clothing, Textiles and Related Laboratory 15 to 20 students 70 sq. ft. per student + 10% added wall storage. 2 labs of this type needed

   b. Meal Management and Laundry Area Laboratory 15 to 20 students 85 sq. ft. per student + 10 to 20% added wall storage

   c. Housing and Home Furnishing Area Laboratory 15 to 20 students 65 sq. ft. per student + 15% added wall storage

   All of the 4 laboratories could be equipped with acoustical folding doors to divide the labs into 2 rooms for smaller groups.

2. Wage Earner Area

   a. Food service workers kitchen area + 1500 sq. ft. with acoustical folding door divides into 2 kitchesn + 300 for cafeteria service area and + 6000 sq. ft. for multi purpose room dividable into 4 smaller areas

   b. Child care and management aids 15 to 20 students 60 sq. ft. per student + 15% added wall storage.

G. Trade and Industiral Education

1. Drafting
   20-24 students 65 sq. ft. per student + 5% additional space for storage
2. Machine Shop
   18-20 students 150 sq. ft. per student + 15% additional space for storage
3. Welding Shop
   18-20 students 100 sq. ft. per student + 10% additional space for storage
4. Auto Mechanic Shop
   15-18 students 300 sq. ft. per student +10% additional space for storage
5. Auto Body Shop
   15-18 students 210 sq. ft. per student + 20% additional space for storage

6. Electronic Shop
   16-20 students 110 sq. ft. per student + 12% additional space for storage
7. Sheet Metal Shop
   18-22 students 115 sq. ft. per student + 10% additional space for storage
8. Cabinet and Carpentry Shop
   15-18 students 125 sq. ft. per student + 20% additional space for storage
9. Graphic Arts, Printing Shop
   15-20 students 130 sq. ft. per student + 15% additional space for storage
10. Nursing Education Lab.
   20-24 students 85 sq. ft. per student + 20% additional space for storage
11. Medical Assistant Lab.
   18-20 students 95 sq. ft. per student + 15% additional space for storage
12. Dental Assistant Lab.
   18-20 students 95 sq. ft. per studnet + 15% additional space for storage
13. Special shops to be given special study and consideration

H. Data Processing and Computer Lab.

1. Computer Laboratory

24 students, 35 sq. ft. per student sq. ft. or room 24' 0" x 35' 0", air conditioned with under floor raceway on grid of 1' 6" o.c. + 10% added space for storage.

2. Key Punch, Electro Mechanical Machine and Classroom

24 students, 80 sq. ft. per student 1920 sq. ft. air conditioned with acoustical folding doors to divide room into 3 parts. Also acoustical ceilings + 15% added space for storage.

I. Guidance Complex

1. See VE-AD-71
2. One full-time counselor for 500 full-time students.
3. Individual office 10' 0" x 12' 0"
4. Steno and reception office 15' 0" x 20' 0"
5. Invididual testing room 9' 0" x 9' 0"
6. Group testing room 6 to 8 students 11' 0" x 14' 0"
7. Conference room 10 to 12 students 15' 0" x 15' 0"
8. Storage

J. Land - Size of Site

1. Campus Type

   a. 1000 students 40 acres minimum
   b. Add 1 acre for each 25 students up to 2500 students

2. Visitor Parking (Minimum of 20 parking spaces)

3. Student Parking

   a. One parking space for each full-time day student
   b. 150 cars per 1 acre

4. Distances between classrooms, labs and shops

   a. 1500 feet +
   b. Normal walking speed 3 miles per hour or 5.6 minutes to walk 1500 feet

K. Corridors, Stairways, Elevators and Escalators

1. Corridors

Corridors have long been a problem for both the educator and the architect. Corridor size and planning depend on many factors such as student flow, traffic patterns, classroom utilization and student station utilization. The above factors will determine circulation requirements and corridor density. Corridor width will also depend on the arrangement of student lockers, i.e. no lockers in corridor, lockers on one side of the corridor only, and lockers on both sides of the corridor. In general a recommended procedure would be to provide about 1000 square feet of corridor for every 200 to 250 student stations or about 4 to 6 square feet of corridor per station.

2. Stairways

The Wisconsin Building Code requirements will have to be met as it pertains to number, location and size of stairways. Each project plan will require individual approval to meet Code requirements.

3. Elevators and Escalators

Elevators and escalators are a means to handle heavy student vertical traffic and must be employed in the development of high rise structures. The cost of elevators and escalators must be carefully analyzed in relationship to land acquisition and the development of two and three story structures. The following quotation from a study by the University Facilities Research Center, 816 Living Place, the University of Wisconsin, Madison, Wisconsin analyze the problem this way:

"To begin with, it is clear that the more work the vertical transportation system performs, the more the installation will cost. The following example gives some idea of the proportion of the building dollar that may be committed to vertical transportation.

Assume a ten story building with a classroom capacity of 400 per floor or 4,000 students total. Assume a gross floor area of 10,000 square feet and a gross building area of 100,000 square feet.

To transport 40 percent of the student station capacity in ten minutes will require an investment of about $1,500,000. This is the cost, probably minimal, of twelve large (7,000 pound capacity) passenger elevators, including hoistways.

To evaluate this kind of expenditure two questions should be asked and answered: What is the ratio of elevator cost to building cost, and how efficient is the performance of the elevators?

The total construction of the building in the example, without elevators, would be in the range of $2,000,000 - $2,500,000, even if the gross area were distributed over three or four stories. Converting the same functions to a high-rise, elevator equipped building would thus add 60 percent to the cost. This additional expenditure would presumably be offset by savings in land and, to a small extent, by savings in stairwell area."

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: SUGGESTED GUIDELINES FOR EMPLOYING ARCHITECTS FOR CONSTURCTION

The slection of an architectural firm to develop plans and specifications for facilities to be used for a realistic program of Vocational Education is of paramount importance. The publicity received on the several projects around the state under consideration, will generate several requests for considering the architectural firm soliciting architectural commissions. The State Board of Vocational and Adult Education is of the opinion that this selection must be made impartially, objectively and professionally.

Three principal elements must be considered in selecting an architect i.e., the ability to translate Vocational and Technical program requirements into an architecturally pleasing and functional structure, the ability to create a structure that is mechanically and economically functional, and the ability to work within the limitations of time, money and general performance established for the project. A panel or committee should be selected and charged with the responsibility of selecting an architectural firm. This committee should consist of the following:

1. Local Director
2. One or more members of the Local Board of Vocational and Adult Education.
3. One representative of the State Office.

The objective of the panel or committee is to determine which firm of the many available can best meet the requirements as set forth in the following check list:

No.	Criteria	High	Average	Low
1	Experience of the firm and past performance			
2	Primary emphasis of experience of the firm such as schools, hospitals, etc.			
3	Specific specializations of the firm as to Vocational Technical schools.			
4	Home office of the firm in relation to the project.			
5	Size of staff and experience of staff members.			
6	Comparative work with either public or private clients.			
7	Past relations with local school.			
8	Current work loads with public and private clients.			

No.	Criteria	High	Average	Low
9	Ability to meet budgets and schedules.			
10	Thoroughness in plans and specifications to keep extras at a minimum.			
11	Economic, esthetic, and mechanical success of past projects.			
12	Recommendations and opinions of private owners.			
13	Financial stability of firm.			
14	Cooperative attitude of firm to meet demands and desires of owner.			

After due consideration in light of the above criteria, the field is narrowed to a point that a majority vote of the panel or committee can select the successful firm.

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: CONTRACT CLAUSES TO BE INCORPORATED INTO SPECIFICATIONS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

A. Federal Labor Standards
B. Equal Employment Opportunity

A. Federal Labor Standards

1. Minimum Wages

(a) All mechanics and laborers employed by contractors and subcontractos performing work under this contract shall be paid unconditionally and not less often than once a week, and without subsequent deductions or rebate on any account (except such payroll deductions as are permitted by the regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of subparagraph (d) of this paragraph. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(b) If, after the award of the contract, the contractor employs any person in a class of laborers or mechanics which is not listed in the wage determination, such person shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the contractor and the owner (write in "by or through the ((write in name of State Board))" if the State is not a party to the contract) to the U. S. Office of Education for transmission to the Secretary of Labor. The contractor shall notify the owner of his intention to employ persons in classes not so classified in sufficient time to obtain approved rates for such classes. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, such disagreement shall be set forth in the report as a question and the question, accompanied by the recommendation of an appropriate representative of the U. S. Office of Education, shall be referred to the Secretary of Labor for final determination.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of an appropriate representative of the U. S. Office of Education, shall be referred to the Secretary of Labor for determination.

(d) The contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in section 1 (b)(2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this contract, only when the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the contractor should request that the Secretary of Labor make such findings before the making of the contract. In the case of unfunded plans and programs, the Secretary of Labor may require that the contractor set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

3. Violations: Liability for Unpaid Wages: Liquidated Damages. In the event of any violation of the clauses set forth in paragraphs (1) and (2) the contractor or any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, in the event of any violation of the clause set forth in paragraph (2), such contractor and subcontractor shall be liable to the United States (in the case of work under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (2), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2).

4. Withholding for Liquidated Damages and Unpaid Wages. The owner may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3). In the event of failure to pay any laborers or mechanics employed by the contractor or subcontractor, in the performance of construction work thereunder, all or part of the wages required by the contract, the owner may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance or quarantee of funds until such violations have ceased.

5. **Payrolls and Payroll Records.**

(a) The contractor shall maintain payrolls and basic records relating thereto during the course of the work and for a period of three years thereafter for all laborers and mechanics working on the construction project. Such records shall contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1 (b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under subparagraph (d) of paragraph (1) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits.

(b) The contractor shall submit weekly a copy of all payrolls to the owner for transmission (write in "by or through the ((write in name of State Board))"if the State is not a party to the contract) to the U. S. Office of Education. The copy shall be accompanied by a statement signed by the employer or his agent and indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classification set forth for each laborer or mechanic conforms with the work he performed. A submission of a Weekly Statement of Compliance which is required under the Copeland Regulations and paragraph (7) of this contract and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor made pursuant to subparagraph (d) of paragraph (1) of this contract shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor shall make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the owner, the U. S. Office of Education, and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

6. **Apprentices.** Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U. S. Department of Labor; or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U. S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor shall be required to furnish to the owner written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

7. Copeland Act Requirements. The contractor shall comply with the regulations (copy of which is attached) of the Secretary of Labor made pursuant to the Copeland Act, and any amendments or modifications thereof, and shall be responsible for the submission of statements required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

8. Subcontract Provisions. The contractor shall insert verbatim in each of his subcontracts the provisions set forth in paragraphs (1) through (9) hereof, and such other paragraphs as the U. S. Office of Education and the Department of Labor may by appropriate instructions require.

9. Termination. A breach of clauses (1) through (8) may be grounds for termination of the contract, and for debarment as provided in the Secretary of Labor's regulations in 29 CFR 5.6 (A copy of which is attached).

B. Equal Employment Opportunity Clauses

"The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the Rules and Regulations of the President's Committee on Equal Employment Opportunity, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said union or workers' representative of the contractor's commitments, under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order No 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

"The applicant further agrees that it will be bound by the above equal opportunity clause in any federally assisted construction work which it performs itself other than through the permanent work force directly employed by an agency of government.

"The applicant agrees that it will cooperate actively with the administering agency and the President's Committee on Equal Employment Opportunity in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Committee, that it will furnish the administering agency and the Committee such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11114 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to Part III, Subpart D of Executive Order 10925 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Committee pursuant to Part III, Subpart D of Executive Order 10925. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11114 until satisfactory assurance of future compliance has been received from such applicant or may refer the case to the Department of Justic for appropriate legal proceedings."

Acceptance of this authorization signifies full compliance with Title VI of the Civil Rights Act of 1964 "...to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity..." administered by the Wisconsin State Board of Vocational and Adult Education.

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: CHECKLIST FOR APPLICANT (Local School)

A. PRELIMINARY PROCEDURE

1. Applicant, with the possible advice of prospective contractors or architects, indicates or lists on DB-11 form Request for Determination (Appendix A), the crafts which are anticipated to be employed in the construction project. (See item 1(a), pages 1 and 2 of the Bulletin.) VE-AD-69.

2. Applicant submits DB-11 to State Board for transmittal through the Finance and Contract Advisory Service, U. S. Office of Education, to the Department of Labor at least six weeks before date of bid advertising. Copies of the Wage Determination (SOL-123) will be transmitted from the Department of Labor through the U. S. Office of Education and the State Board to the applicant. (See item 1 (a), pages 1 and 2 of the Bulletin.)

   When appropriate, the DB-11 shall be accompanied by a report requesting a determination of the Secretary of Labor regarding the cash equivalent of a fringe benefit and the inclusion of a fringe benefit in the wage determination rate. (See item 1 (b), pages 2 and 3 of the Bulletin.)

3. Applicant includes wage determination in specifications for prospective bidders, so that they are able to use this information to complete bid proposals for construction prior to the awarding of the contract by the applicant.

4. Applicant makes certain that contract clauses (see Appendix B of the Bulletin) relating to labor standards are included in the contract. (See item 2, page 4 of the Bulletin.)VE-AD-63.

5. When necessary, after the wage determination has been received, the applicant shall submit to the State Board for transmittal through the U. S. Office of Education to the Secretary of Labor reports concerning the employment by the contractor of laborers and mechanics not covered in the wage determination. (See item 1 (c), pages 3 and 4 of the Bulletin.)

B. PROCEDURE FOR COMPLIANCE

1. Applicant makes certain that contractor has posted the wage rate determination in a prominent place at the work so that it can easily be seen by the workers. (See item 1, page 4 of the Bulletin.)

2. Applicant obtains from contractor weekly copies of all payrolls and a Weekly Statement of Compliance (Appendix C of the Bulletin).VE-AD-67

With respect to the above, applicant assumes the following responsibility

(a) Examining copies of payrolls and statements to determine compliance. (See item 3, page 6 of the Bulletin.)

(b) Submitting certification to State Board for vocational education indicating that the above has been received, examined, and found to be in good order; and that copies are being retained on file as indicated in (c). (See item 2 (c), page 5 of the Bulletin.)

(c) Keeping copies of the above on file for three years from date of completion of contract. Such copies shall be available for inspection by authorized representatives of State and Federal agencies (See item 2 (c), page 5 of the Bulletin.)

3. Representatives of the applicant shall make such interviews on the job or such other on-site investigations as may be necessary to determine that the contractors and subcontractors are complying with the contract clauses in Appendix B of the Bulletin. (See item 4, pages 6 and 7 of the Bulletin, and Appendix D, Routine Labor Relations Interview Form.) VE-AD-68.

4. Procedure in event of noncompliance by contractor.

(a) The applicant gives written notice to the contractor or subcontract

(b) If, after written notice, the contractor fails or refuses to comply, or fails to make the restitution or pay the liquidated damages required, the applicant either withholds advances, guarantees, and payments or terminates the contract. (See item 5 (a) page 7 of the Bulletin.)

5. Adjustment of liquidated damages.

Whenever the applicant finds that an amount of liquidated damages determined to be due for a violation of overtime requirements is incorrect or that the violation of the contractor or subcontractor was inadvertent, the applicant submits to the State Board for transmission to the U. S. Office of Education a written report recommending that an appropriate adjustment of liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. (See item 6, page 8 of the Bulletin.)

C. PROCEDURE FOR REPORTING

1. Reports of contract violations.

If underpayments by contractor or subcontractor in violation of the contract are aggravated (Total $500 or more) or willful, the applicant submits to the State Board for transmission through the U. S. Office of Education to the Secretary of Labor a noncompliance report. (See item 5 (b), page 7 of the Bulletin.)

2. **Periodic reports.**

The applicant submits to the State Board at such intervals as the State Board may determine reports containing information necessary for the State agency to submit semi-annual reports. (See item 7, page 8 of the Bulletin.)

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: CHECKLIST FOR CONTRACTOR

The items in this checklist summarize the contractor's duties required in the clauses to be inserted in all construction contracts with the applicant. (See Appendix B of the Bulletin.)

All of the items apply to both the general contractor who receives the contract award from the applicant and all of his subcontractors except that in the case of item 4 subcontractors shall submit weekly copies of all payrolls and a Weekly Statement of Compliance to the general contractor rather than to the applicant. The general contractor shall be initially responsible for seeing that all subcontractors comply with the requirements set forth below.

1. Contractor pays wages to his employees in accordance with (a) the wages determination decision of the Secretary of Labor (see paragraph 1 (a), Appendix B of the Bulletin), (b) the Copeland Act regulations (see paragraph 7, Appendix B of the Bulletin), and (c) the statutory overtime requirements (see paragraph 2, Appendix B of the Bulletin). In certain cases where the contractor desires to include certain types of fringe benefits in his wage rates or desires to employ persons of a class not included in the wage determination, the contractor is required to reach agreement with the applicant, the State Board, and the U. S. Office of Education, or obtain a determination from the Secretary of Labor approving the contractor's action. (See paragraphs 1 (b), 1 (c), and 1 (d), Appendix B of the Bulletin.)

2. Contractor posts the wage rate determination of the Secretary of Labor in a prominent place at the work site so that it can easily be seen by the workers. (See paragraph 1 (a), Appendix B of the Bulletin.)VE-AD-69

3. Contractor maintains payrolls and payroll records during the period of the contract and three years thereafter for all employees working under the contract. (See paragraph 5 (a), Appendix B of the Bulletin.)

4. Contractor submits to the applicant weekly copies of all payrolls and a Weekly Statement of Compliance for his own employees and those of all subcontractors. (See paragraph 5 (b), Appendix B of the Bulletin.)VE-AD

5. Contractor makes available all employee records required under the contract for inspection by representatives of the applicant, the State Board, the U. S. Office of Education, and the Department of Labor. (See paragraph 5 (a), Appendix B of the Bulletin.)

6. Contractor permits representatives of the applicant, the State Board, the U. S. Office of Education, and the Department of Labor to interview employees during working hours on the job. (See paragraph 5 (a), Appendix B of the Bulletin.)

7. Contractors use only an allowable ratio of registered apprentices on the construction project in accordance with the contract. Before apprentices are used, the contractor furnishes to the applicant written evidence of the registration of the program and apprentices as well as the appropriate apprentice ratios and wage rates. (See paragraph 6, Appendix B of the Bulletin.)

8. Contractor inserts in any subcontract all contract clauses in Appendix B of the Bulletin, including a clause that each subcontractor shall insert similar clauses in all lower tier subcontracts. (See paragraph 8, Appendix B of the Bulletin.)VE-AD-63

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: CHECKLIST FOR STATE BOARD

NOTE: If the State Board undertakes the construction of area vocational education school facilities to be administered directly by the State Board, the State Board, in this instance, functions as an applicant, and therefore should follow the procedure outlined in the Checklist for Applicant (see Appendix E of the Bulletin).

A. Liaison Functions

1. State Board forwards immediately, upon receipt from the applicant, DB-11 Form, Request for Determination (Appendix A), to Finance and Contract Advisory Service, U. S. Office of Education. (See item 1 (a), pages 2 and 3 of the Bulletin.)VE-AD-69

   State Board also forwards with DB-11 Form any reports or requests for determination of the Secretary of Labor submitted by the applicant and contractor as required in contract clauses 1 (b), 1 (c), and 1 (d), Appendix B of the Bulletin. In turn, transmits wage determination to applicant when received from the U. S. Office of Education. (See item 1 (b) and 1 (c), pages 2, 3, and 4 of the Bulletin.)

2. State Board receives from applicant the noncompliance report described in item 5 (b), page 7 of the Bulletin, and forwards same to the Finance and Contract Advisory Service, U. S. Office of Education.

3. State Board receives from applicant the periodic enforcement report described in item 7, pages 8 and 9 of the Bulletin, and forwards same to the Finance and Contract Advisory Service, U. S. Office of Education.

4. State Board receives from applicant report recommending adjustment of liquidated damages as described in item 6, page 8 of the Bulletin, and forwards same to the Finance and Contract Advisory Service, U. S. Office of Education. In turn, State Board transmits to applicant wage determination information from the U. S. Office of Education or Secretary of Labor when received.

5. State Board receives and transmits to the Finance and Contract Advisory Service, U. S. Office of Education, all requests for determination by the Secretary not referred to above and all appeals or requests for review. (See item 8, pages 9 and 10 of the Bulletin.)

B. Supervisory Functions

1. State Board makes certain that applicant is exercising his responsibilities with respect to the following:

   (a) Including wage determination and the clauses in Appendix B of the Bulletin in all contracts with contractors and subcontractors.

(b) Posting of wage determination at site of project.

(c) Receiving, examining, and filing copies of payrolls from contractors and subcontractors.

(d) Making on-the-job interviews and other on-site inspection.

C. Compliance Functions

1. State Board insures compliance with required labor standards by utilizing such procedures as the following:

   (a) Requiring reports from applicant. (This would include certification that reports are in good order.)

   (b) Making periodic on-site inspections of federally assisted area vocational education school projects in the State.

WISCONSIN STATE BOARD OF VOCATIONAL, TECHNICAL AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: WEEKLY STATEMENT OF COMPLIANCE

Date________________, 19___

I,__________________________, ____________ do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by ______________________________ on the ____________________________
(Contractor or subcontractor) (Building or work)
________________________; that during the payroll period commencing on the __________ day of __________, 19__, and ending on the ___________ day of ____________, 19__, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said ____________________________
(Contractor or subcontractor)
from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Part 3), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 537; 40 U.S.C. 276c), and described below:

(Paragraph describing deductions, if any)

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the (Bureau of Apprenticeship and Training) United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

Date____________________ ____
(Signature and Title)

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
Madison, Wisconsin 53702

SUBJECT: ROUTINE LABOR RELATIONS INTERVIEW

Project Name and Location

1. Contractor or subcontractor (employer)

2. Contract No.

EMPLOYEE STATEMENTS

3. Name and Badge Number (if any)

4. Address

5.
Work Classification(s) ----------------:----------------------:------------
Wage Rate(s) Received ----------------:----------------------:------------
(If apprentice, give period of training)

6. Have you seen the posted minimum wage rates for this job? ☐ yes ☐ no

7. Are you paid at least time and one half for all hours worked in excess of eight in one work day? ☐ yes ☐ no

8. Are you paid your full wages regularly each week without any deductions other than Social Security and Income Tax? ☐ yes ☐ no

9. Have you done work which you believe you should have been paid for at a higher rate? I.E. have you been misclassified? ☐ yes ☐ no

10. How many hours did you work on your last work day before this interview? What date was that?

11. Additional Comments

Interviewer's Comments

12. Work employee was performing when interviewed.

13. Other pertinent comments

Date	Time	Title of interviewer	Signature of interviewer

For use of Payroll Checker

14. Is above information in agreement with payroll data? ☐ yes ☐ no

15. Additional Comments

Date of Check	Title	Signature

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DB-11 (Rev. 1-64)

REQUEST FOR DETERMINATION

INSTRUCTIONS:

1. Use dark ribbon.
2. If request is for reissue, give prior decision number: ____________
3. Check or list only crafts needed.
4. Check type of work. Building ☐ Heavy ☐ Highway ☐
5. Submit pertinent wage data.

DATE OF REQUEST

LAW INVOLVED

ESTIMATED VALUE OF CONTRACT

PROPOSED ADVERTISING DATE

OPENING DATE

FOR DEPT. OF LABOR USE

DECISION NO.

DATE OF DECISION

EXPIRES

SUPERSEDES DECISION NO.

TO: U.S. DEPARTMENT OF LABOR

Request is hereby made for the determination of the wage rates to be paid laborers and mechanics on the work described below.

SIGNATURE AND TITLE OF REQUESTING OFFICER

ADDRESS

DEPARTMENT, AGENCY, OR BUREAU

LOCATION OF PROJECT (CITY OR OTHER DESCRIPTION)

STATE **COUNTY**

DESCRIPTION OF WORK:

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. TR.	Others
___ Asbestos workers						
___ Boilermakers						
___ Boilermaker's helpers						
___ Bricklayers						
___ Carpenters						
___ Cement masons						
___ Electricians						
___ Glaziers						
___ Ironworkers, structural and ornamental						
___ Ironworkers, reinforcing						
Laborers:						
___ Laborers						
___ Air tool op. (jackhammer, vibrator)						
___ Mason tenders						
___ Mortar mixers						
___ Pipelayers (concrete & clay)						
___ Plasterers' tenders						
___ Lathers						
___ Marble & tile setters, terrazzo workers						
___ Marble, tile & terrazzo helpers						
___ Painters, brush						
___ Painters, structural steel						
___						
___ Piledrivermen						
___ Plasterers						
___ Plumbers						
___ Roofers						
___						
___ Sheet metal workers						
___ Soft floor layers						
___ Steamfitters						
___ Welders—Rate for craft						
___ Truck drivers						
___						
___						
___						
___						
___						
___ Power equipment operators	▨					

BASIC HOURLY RATES

___ Air compressors		___ Hoists		___ Rollers	
___ Bulldozers		___		___	
___ Cranes, derricks, draglines		___ Mixers		___ Scrapers	
___ Distributors		___		___ Shovels	
___ Finishing machines		___ Oilers		___ Tractors	
___ Firemen		___ Piledrivers		___	
___ Graders		___ Pumps		___ Trenching machines	

U.S. GOVERNMENT PRINTING OFFICE : [illegible]

WEEKLY PAYROLL for CONTRACTORS NAME

NAME of PROJECT — WEEK of ADDRESS 196 TO 196
DATE DATE

PROJECT No.

No.	EMPLOYEE	TRADE	Date	Hours Worked							Total Hours	Rate	Gross Pay	Wages Withheld								Total Withheld	Net Pay
			Day	S	M	T	W	T	F	S				S.S	Fed.	State							
1			Overtime																				
			Regular																				
2			Overtime																				
			Regular																				
3			Overtime																				
			Regular																				
4			Overtime																				
			Regular																				
5			Overtime																				
			Regular																				
6			Overtime																				
			Regular																				
7			Overtime																				
			Regular																				
8			Overtime																				
			Regular																				
9			Overtime																				
			Regular																				
10			Overtime																				
			Regular																				
11			Overtime																				
			Regular																				
12			Overtime																				
			Regular																				

This is to certify that this payroll is an exact copy of the overall payroll on file in our office for the above period & includes the above project & that all State, Local & Federal Laws, Rules & Regulations have been Complied With.

Date

Signed

Title

V.E-AD 86

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: SUGGESTED GUIDELINE BIDDERS PROOF OF RESPONSIBILITY

Name ____

Business Address ____
STREET CITY ZONE STATE

STATEMENT AS OF ______________, 19____

Cash	$	Notes payable	
Deposits with bids		a. To banks regular	$
Accounts receivable completed contracts		b. To banks for certified checks	
Earned estimate and retainage on uncompleted contracts shown by engineers' or architects' estimates		c. To material men	
Other accounts receivable		d. To others (Exclusive of Equipment)	
Stocks and bonds		Accounts payable	
Notes receivable		a. Sub-contractors and material men	
Materials		b. Sub-contractors-retainage	
Life insurance-cash value		c. Others	
Other current assets (Explain)		Accrued payrolls	
		Federal income taxes	
		Other accrued taxes, interest, etc.	
		Encumbrance on equipment	
		Other current liabilities (Explain)	
Total current assets	$	Total current liabilities	$
Equipment at book value		Encumbrance on real estate	
Real estate		All other liabilities (Explain)	
All other assets (Explain)			
		Reserves (Specify)	
		Capital stock (Paid up)	
		Surplus & undivided profit or net worth	
Total assets	$	Total liabilities	$

STATEMENT OF EARNINGS

For period beginning ______________, 19______, and ending ______________, 19______

Gross income from contract work		$
Gross income from all other sources		$
TOTAL INCOME		$
Expenses of conducting business including rents, insurance, etc.	$	
Salaries to officers or partners	$	
Dividends paid during year	$	
Federal taxes actually paid during year	$	
Reserve for federal taxes for current year	$	
TOTAL EXPENSES		$
NET PROFIT OR LOSS		$

1. Number of years in contracting business under present name ______________

2. Single owner ______________ Partnership ______________ Corporation ______________

3. Have you ever defaulted or failed to complete a contract. ______________
If so, explain on separate sheet.

4. Name, background and experience of officers and principal numbers of personnel.
   a.
   b.
   c.
   d.

5. Contracts on hand – name, gross amount and percent complete of each.
   a.
   b.
   c.
   d.

6. List of public works structures completed by your firm in last 5 years.
   a.
   b.
   c.
   d.

7. List of other structures completed by your firm in last 5 years.
   a.
   b.
   c.
   d.

8. List your major equipment.
   a.
   b.
   c.
   d.
   e.
   f.
   g.
   h.

9. Credit available – provide letters from bank and principal suppliers. If insufficient space is provided for answers to 3, 4, 5, 6, 7, and 8, attach additional sheets on which this information is given.

IF INDIVIDUAL Sign Here

____

IF CO-PARTNERSHIP Sign Here

____
NAME OF FIRM

By ______________________________

IF CORPORATION Sign Here

____
NAME OF CORPORATION

By ______________________________

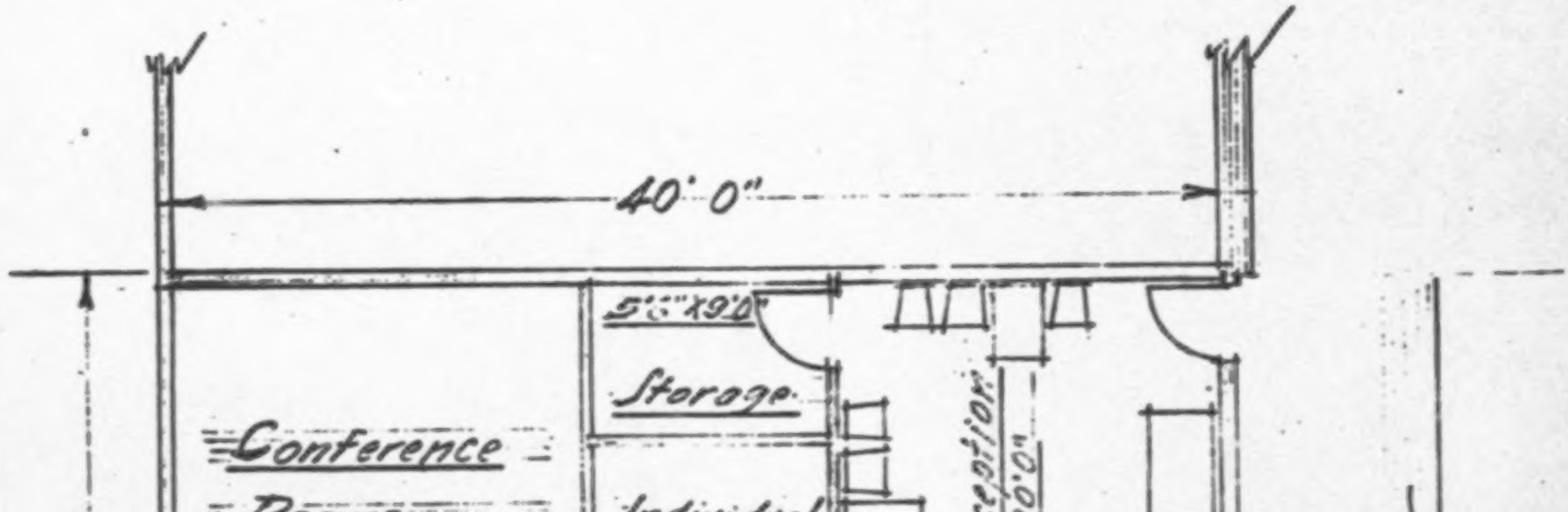
Subscribed and sworn before me

this ________ day of ______________, 19____

____
NOTARY PUBLIC

VE-AD-70

Suggested Guideline for Guidance & Testing


40'0"
30'0"
5'0"x9'0"
Storage
Conference Room
15'0" x 15'6"
Individual Testing
9'0"x9'0"
Steno & Reception
15'0" x 20'0"
Hall
Group Testing
11'0" x 14'0"
Office
9'0" x 12'0"
Office
9'0"x12'0"
Office
10'0" x 12'0"
N.L.S
8/15/65

Enrollment 1000 to 1500

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
Madison, Wisconsin 53702

CONSTRUCTION CONTRACT

This AGREEMENT is made and entered into this____________day of___________AD by and between the Local Board of Vocational, Technical and Adult Education of the City of______________, Wisconsin, party of the first part (hereinafter designated as Local Board), and the Wisconsin State Board of Vocational and Adult Education, party of the second part (hereinafter designated as State Board).

WITNESSETH, that the said Local Board in consideration of the fulfillment of the agreement herein made by the State Board agrees with the said State Board, as follows:

ARTICLE 1. The Local Board under the direction and subject to the approval of the State Board will cause to be erected, constructed, and completed according to and pursuant to plans and specifications prepared by the Local Board and approved by the State Board, a new structure, an addition to an existing structure, or the remodeling of an existing structure known as____________________________________ ________________ __in the City of_____________, County of_____________, State of Wisconsin.

ARTICLE 2. Local Board agrees to cause legal construction contracts to be entered into for the erection, addition and/or remodeling of such facility conforming and subject to all local, state, and federal laws, rules, and regulations applicable to the construction, bidding, bonding, and contract provisions relating thereto.

ARTICLE 3. No alterations shall be made in the work as shown or described by the drawings and specifications, except when authorized by a written change order issued by the Local Board and approved by the State Board, which order shall recite that the change has been recommended by the architect and that the change is required so as to facilitate an economical use of available monies, materials, and space. When so made, the cost of the work added or omitted shall be computed by the Local Board and the amount so ascertained, subject to approval of the State Board as reasonable shall be added to or deducted from the contract price.

ARTICLE 4. Representatives of the State Board or the U. S. Office of Education and such other persons as the State Director or the Commissioner of the U. S. Office of Education may designate, will have access at reasonable times to the project wherever it is in preparation or progress and the Local Board shall provide for such access and inspection and any proper or necessary facilities therefore.

ARTICLE 5. The Local Board shall certify and give assurance to the State Board that sufficient funds are available to meet the local share of the cost of such project and that when completed sufficient funds will be made available for effective use and operation of the facility for the purpose for which it is being constructed.

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ARTICLE 6. The Local Board is subject to and shall be bound by all State and Federal Laws, Rules, Orders and Regulations now in effect or that may be enacted, all as set forth by Federal Regulations and Outlined in the State Guideline entitled "Guidelines for Realistic Facility Planning for Schools of Vocational, Technical and Adult Education," "The Wisconsin State Plan for Vocational Education," and other directives applicable to the use of Federal vocational education funds.

ARTICLE 7. The Local Board shall be bound to aid the State Board in the keeping of payroll records and submitting Federal reports as required by the Federal Regulations.

ARTICLE 8. The Local Board will give assurance that the State Board and Federal interest in the facility and in the land on which the facility is located will be sufficient to insure undisturbed use and possession for the purpose of construction and operation of the school facility covered in this project during the expected usable life of such facility and when discontinued or sold that the prorated State Board or Federal interest will be returned.

ARTICLE 9. It is hereby mutually agreed between the parties that the amount which the State Board shall cause to be paid under this contract to the Local Board from federal funds for labor, material, and architectural and engineering fees on the covered project shall not exceed ______________________________ ______________________________, $__________, and payments shall be made monthly on certification by the Local Board and the architect while the work is in progress.

ARTICLE 10. This agreement incorporates herein and is subject to all statutes, laws, rules, orders, regulations, and directions of the State of Wisconsin or the United States of America relating to or applicable to the project covered by this contract.

ARTICLE 11. Acceptance of this authorization signifies full compliance with Title VI of the Civil Rights Act of 1964"....to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity...." administered by the Wisconsin State Board of Vocational and Adult Education.

IN WITNESS WHEREOF, the parties of these present have hereunto set their hands and seals this______________day of______________19__A.D.

WITNESSES

____

____

STATE BOARD OF VOCATIONAL & ADULT EUDCATION

By______________________________
STATE DIRECTOR

WITNESSES

____

____

LOCAL BOARD OF VOCATIONAL & ADULT EDUCATION

By______________________________
President

By______________________________
Secretary

WISCONSIN STATE BOARD OF VOCATIONAL AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: SUGGESTED SAMPLE CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT

THIS AGREEMENT made and entered into this day of A.D. by and between of , party of the first part (hereinafter designated as contractor); and School District Board of Education, (or Board of Trustees) party of the second part (hereinafter designated as Owner.)

WITNESSETH, that the said contractor in consideration of the fulfillment of the agreement herein made by the Owner, agrees with the said Owner, as follows:

ARTICLE 1. The contractor under the direction and to the satisfaction of the Owner shall and will provide all material and perform all work mentioned in the specifications or shown on the drawings as prepared by said Owner for the construction and completion of

all according to drawings, specifications, and form of proposal, which drawings, specifications, and form of proposal are made a part of this contract.

The Owner reserves the right to accept any Alternates or Substitutions bid upon provided such action is taken in sufficient time so as not to delay the progress of the work or incur additional expense to the Contractor.

ARTICLE 2. The Owner shall furnish the contractor such further drawings or explanations as may be necessary to detail and illustrate the work to be done and the contractor shall conform to the same as a part of the contract so far as they may be consistent with the original drawings and specifications referred to and identified as provided in ARTICLE 1. It is mutually understood and agreed that all drawings and specifications are and remain the property of the Owner.

ARTICLE 3. No alterations shall be made in the work shown or described by the drawings and specifications, except when authorized by a written change order issued by the Owner, which order shall recite that the change has been recommended by the architect and that the change is required so as to facilitate an economical use of available monies, materials, and space. When so made, the value of the work added or omitted shall be computed by the Owner and the amount so ascertained shall be added to or deducted from the contract price.

ARTICLE 4. The contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Owner, or its authorized representative. He shall, within twenty-four hours after receiving written notice from the Owner to that effect, remove from the grounds or buildings, all materials condemned by the Owner, whether worked or unworked, and to take down all portions of the work which the Owner shall by like written notice condemn as unsound, improper or as in any way failing to conform to the drawings and specifications.

ARTICLE 5. Should the contractor at any time refuse or fail to supply sufficient properly skilled workmen, or sufficient materials of proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the covenants contained in the contract, the Owner shall give written notice to the contractor and to the contractor's surety of such failure or refusal. If the contractor does not immediately remedy such failure, the surety shall have the right to complete the performance within five days after the date the notice of failure was served on the contractor and the surety, then the Owner may terminate the contract, and enter upon the premises and take possession for the purpose of completing the work called for by this contact either by force account or by contract, and the contractor together with his surety shall be liable to the Owner for any additional and excess costs occasioned the owner by the failure of the contractor to perform. In case of such termination of the contract and discontinuance of the employment of the contractor, he shall not be entitled to receive any further payment under this contract.

ARTICLE 6 (1) Minimum wages. (a) All mechanics and laborers employed by contractors and subcontractors performing work under this contract will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than the rate determined by the Michigan Minimum Wage Law Act 154, Public Acts of 1964, which is attached hereto and made a part hereof, regardless of any contracutal relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of subparagraph (d) of this paragraph. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(b) If, after the award of the contract, the contractor employs any person in a class of laborers or mechanics which is not listed in the wage determination, such person shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the contractor and the owner through the Division of Vocational Education, State Department of Public Instruction to Department of Health, Education, and Welfare, for transmission to the Secretary of Labor. The contractor shall notify the owner of his intention to employ persons in classes not so classified in sufficient time to obtain approved rates for such classes. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, such disagreement shall be set forth in the report as a question and the question accompanied by the recommendation of an appropriate representative of the Department of Health, Education, and Welfare shall be referred to the Secretary of Labor for final determination.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof shall be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of an appropriate representative of the Department of Health, Education, and Welfare shall be referred to the Secretary of Labor for determination.

(d) The contractor may consider as part of the wages of any laborer or mechanics the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, or any bona fide fringe benefits not expressly listed in section 1 (b) (2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this contract, only when the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the contractor should request that the Secretary of Labor make such findings before the making of the contract. In the case of unfunded plans and programs, the Secretary of Labor may require that the contractor set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic to be employed on such work in excess of eight hours in any calendar day or in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate of not less than; one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, as the case may be.

(3) Violations: liability for unpaid wages: liquidated damages. In the event of any violations of the clauses set forth in paragraphs (1) and (2), the contractor or any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additon, in the event of any violation of the clause set forth in paragraph (2), such contractor and subcontractor shall be liable to the United States (in the case

of work under contractor for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (2), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2).

(4) Withholding for liquidated damages and unpaid wages. The owner may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sum as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3). In the event of failure to pay any laborers or mechanics employed by the contractor or subcontractor in the performance of construction work hereunder, all or part of the wages required by the contract, the owner may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

(5) Payrolls and payroll records. (a) The contractor will maintain payrolls and basic records relating thereto during the course of the work and for a period of three years thereafter for all laborers and mechanics working on the construction project. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1 (b) 2 of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has

found under subparagraph (d) of paragraph (1) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits.

(b) The contractor will submit weekly a copy of all payrolls to the owner for transmission through the Division of Vocational Education, State Department of Public Instruction, to the Department of Health, Education, and Welfare. The copy shall be accompanied by a statement signed by the employer or his agent and indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under the Copeland Regulations and Paragraph (7) of this contract and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor made pursuant to subparagraph (d) of paragraph (1) of this contract shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the Owner, the Department of Health, Education, and Welfare, and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(6) Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered, with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or if not such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the owner written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(7) Copeland Act requirements. The contractor will comply with the regulations (copy of which is attached) of the Secretary of Labor made pursuant to the Copeland Act and any amendments or modifications thereof, and will be responsible for the submission of statements required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

(8) Subcontract provisions. The contractor will insert verbatim in each of his subcontracts the provisions set forth in paragraphs (1) through (9) hereof, and such other paragraghs as the Department of Health, Education and Welfare, and the Department of Labor may deem appropriate to the instructions required.

(9) Termination. A breach of clauses (1) through (8) may be grounds for termination of the contract, and for debarment as provided in the Secretary of Labor's regulations in 29 CFR 5.6 (A copy of which is attached.)

ARTICLE 7. (a) In the hiring of employees for the performance of work under this contract or any subcontract, neither the contractor, subcontractor or any person acting in their behalf shall by reason of race, creed, or color, discriminate against any citizen of the State in the employment of labor or worker who is qualified and available to perform the work to which the employment relates;

(b) Neither the contractor, subcontractor, nor any person in their behalf shall in any manner discriminate agaisnt or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.

As a forfeiture for any breach of the provisions described in this Article, there shall be deducted from the amount payable to the contractor under this contract a forfeiture of $25.00 for each person who is discriminated against or intimidated in violation of this contract; and the contract shall be cancelled or terminated and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of paragraphs (a) and (b) above of this section of the contract, (153.59, O.R.C.).

ARTICLE 8. The contractor is to complete all work contemplated under this contract by the_________day of ________________, 196__. Upon failure to have all work fully completed by the date above mentioned the contractor shall forfeit and pay or cause to be paid to the Owner, the sum of $_________ per day for each and every day thereafter the said work remains in an unfinished condition, for and as liquidated damages, and to be deducted from any payments due or to become due to said contractor.

ARTICLE 9. Should the contractor be obstructed or delayed in the prosecution or completion of his work by an act, neglect, delay or default of the Owner or the architect, or because of non-availability of materials due to government controls during a period of National emergency, or of any other contractor employed by the owner upon the work, or by any damage which may happen by fire, lightening, earthquake or cyclone, or the abandonment of the work by the employees through no fault of the contractor, then the time herein fixed for the completion of the work shall be extended for a period of time equal to the time lost by reason of any or all of the causes aforesaid, but no set allowance shall be made unless a claim therefor is presented in writing to the architect within seventy-two hours of the occurrence of such delay. The duration of such extension shall be certified by the architect.

ARTICLE 10. The Owner agrees to provide all labor and material not included in this contract in such manner as not to delay the material progress of the work; and in event of failure so to do, thereby causing loss to the contractor, agrees that it will recommend reimbursement of the contractor for such loss; and the contractor agrees that if he shall delay the material progress of the work, so as to cause any damage for which the Owner shall become liable, as above stated, then he shall make good to the Owner any such damages.

ARTICLE 11. It is hereby mutually agreed between the parties hereto that the sum which the Owner shall cause to be paid to the contractor for said work and material shall be as follows:

TOTAL AMOUNT OF THIS CONTRACT IS

DOLLARS ($).

Subject to additions and deductions as herein before provided, and that such sum shall be paid in current funds to the contractor in installments upon estimates approved in writing by the architect and the Owner about once a month as long as the work progresses. Said estimates to call for payments in accordance with the state law governing school buildings, provided, however, that nothing in this contract shall be construed to create an obligation or incur a liability against the Owner in excess of the amount encumbered for this contract. The Owner will retain from payments to contractors an amount equal to 5% of the estimated value of all materials furnished (including Extra Orders, if any) and delivered until 30 days after acceptance of the completed project by the Owner. The Owner will retain from payments to contractors an amount equal to 5% of approved estimates for Labor Performed until 30 days after acceptance of the completed project by the Owner.

If at any time there should be any evidence of any lien or claim for which, if established, the Owner of the said premises might become and/or which is chargeable to the contractor, the Owner shall have the right to retain out of any payment due or thereafter to become due, an amount sufficient to completely indemnify it against such claim or lien. Should there prove to be any such claim after all payments are made, the contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequences of the contractor's default.

(1311.26 O.R.C.)

ARTICLE 12. It is further mutually agreed between the parties hereto that not any certificate given in payment under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and no payment shall be construed to be the acceptance of defective work or improper materials.

ARTICLE 13. The contractor during the performance of this contract shall maintain liability insurance in accordance with the provisions of Article____ of the General Conditions portion of the specifications.

The said parties for themselves, their successors, heirs, executors, administrators and assigns do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties of these present have hereunto set their hands and seals the day and year first above written.

______________________________ Contractor

By: ______________________________
Title or Capacity

________________________ School District Board of Education or
Board of Trustees

Acting By

By ______________________________
President

By ______________________________
Secretary

WISCONSIN STATE BOARD OF VOCATIONAL, TECHNICAL, AND ADULT EDUCATION
720 State Office Building
Madison, Wisconsin 53702

SUBJECT: WISCONSIN LAWS ON CONSTRUCTION

66.29 Public works, contracts, buds. (1) DEFINITIONS. (a) The word "person" as used in this section shall mean and include any and every individual, copartnership, association, corporation or joint stock company, leasee, trustee or receiver.

(b) The term "municipality" shall mean and include the state and any town, city, village, school district, board of school directors, sewer district, drainage district, or any other public or quasi public corporation, officer, board or other public body charged with the duty of receiving bids for and awarding any public contracts.

(c) The term "public contract" shall mean and include any contract for the construction, execution, repair, remodeling, improvement of any public work, building, furnishing of supplies, material of any kind whatsoever, proposals for which are required to be advertised for by law.

(d) "Subcontractor" means a person whose relationship to the principal contractor is substantially the same as to a part of the work as the latter's relationship is to the proprietor. A "subcontractor" takes a distinct part of the work in such a way that he does not contemplate doing merely personal service.

(2) Bidder's Proof of Responsibility. Every municipality, board of public body upon all contracts subject to this section may, before delivering any form for bid proposals, plans and specifications pertaining thereto to any person, excepting materialmen, suppliers and others not intending to submit a direct bid, require such person to submit a full and complete statement sworn to before an officer authorized by law to administer oaths, of financial ability, equipment, experience in the work prescribed in said public contract, and of such other matters as the municipality, board, public body or officer thereof may require for the protection and welfare of the public in the performance of any public contract; such statement shall be in writing on a standard form of a questionnaire as adopted for such use by the municipality, board or public body or officer thereof, to be furnished by such municipality, board, public body or officer thereof. Such statement shall be filed in the manner and place designated by the municipality, board, public body or such officer thereof. Such statements shall not be received less than five days prior to the time set for opening of bids. The contents of said statements shall be confidential and shall not be disclosed except upon the written order of such person furnishing the same, or for necessary use by the public body in qualifying such person, or in cases of action against, or by such person or municipality. The governing body of the municipality or such committee, board or employe as is charged with the duty of receiving bids and awarding contracts or to whom the governing body has delegated the power shall properly evaluate the sworn statements filed relative to financial ability, equipment and experience in the work prescribed and shall find the maker of such statement either qualified or unqualified. This subsection shall not apply to cities of the first class.

(3) Proof of Responsibility, Condition Precedent. No bid shall be received from any person who has not submitted the sworn statement as provided in the proceding sections, provided that any prospective bidder who has once qualified to the satisfaction of the municipality, board, public body or officer, and who wishes to become a bidder upon subsequent public contracts under the jurisdiction of the same, to whose satisfaction the prospective bidder has qualified under the provision of the preceding section, need not separately qualify on each public contract unless required so to do by the said municipality, board, public body or officers.

(4) Rejection of Bids. Whenever the municipality, board, public body or officer is not satisfied with the sufficiency of the answer contained in the questionnaire and financial statement, it may reject said bid, or disregard the same.

(5) Corrections of Errors in Bids. Whenever any person shall submit a bid or proposal for the performance of public work under any public contract to be let by the municipality, board, public body or officer thereof, who shall claim mistake, omission or error in preparing his bid, the said person shall, before the bids are opened, make known the fact that he has made an error, omission or mistake, and in such case his bid shall be returned to him unopened and the said person shall not be entitled to bid upon the contract at hand unless the same is readvertised and relet upon such advertisement. In case any such person shall make an error or omission or mistake and shall discover the same after the bids are opened, he shall immediately and without delay give written notice and make known the fact of such mistake, omission or error which has been committed and submit to the municipality, board, public body or officers thereof, clear and satisfactory evidence of such mistake, omission or error and that the same was not caused by any careless act or omission on his part in the exercise of ordinary care in examining the plans, specifications, and conforming with the provisions of this section, and in case of forfeiture, shall not be entitled to recover the moneys or certified check forfeited as liquidated damages unless he shall prove before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission he was free from carelessness, negligence or inexcusable neglect.

(6) Separation of Contracts. On those public contracts calling for the construction, repair, remodeling or improvement of any public building or structure, other than highway structures and facilities, the municipality shall separately let (a) plumbing, (b) heating and ventilating, and (c) electrical contracts where such labor and materials are called for. The municipality may set out in any public contract reasonable and lawful conditions as to the hours of labor, wages, residence, character and classification of workmen to be employed by any contractor, and to classify such contractors as to their financial responsibility, competency and ability to perform work and to set up a classified list of contractors pursuant thereto; and such municipality may also reject the bid of any person, if such person has not been classified pursuant to the said questionnaire for the kind or amount of work in said bid.

(7) Bidder's Certificate. On all contracts the bidder shall incorporate and make a part of his proposal for the doing of any work or labor or the furnishing of any material in or about any public work or contract of the

municipality a sworn statement by himself, or if not an individual by one authorized, that he has examined and carefully prepared said proposal from the plans and specifications and has checked the same in detail before submitting said proposal or bid to the municipality, board, department or officer charged with the letting of bids and also at the same time as a part of said proposal, submit a list of the subcontractors he proposes to contract with, and the class of work to be performed by each, provided that to qualify for such listing such subcontractor must first submit his bid in writing, to the general contractor at least 48 hours prior to the time of the bid closing, which list shall not be added to nor altered without the written consent of the municipality. A proposal of a bidder shall not be invalid if any subcontractor and the class of work to be performed by such subcontractor has been omitted from a proposal; such omission shall be considered as inadvertent, or that the bidder will perform the work himself.

(8) Settlement of Disputes; Defaults. Whenever there is a dispute between the contractor or surety or the municipality as to the determination whether there is a compliance with the provisions of the contract as to the hours of labor, wages, residence, character, and classification of workmen employed by any contractor, the determination of the municipality shall be final, and in case of violation of said provisions, the municipality may declare the contract in default and request the surety to perform or relet upon advertisement the remaining portion of the contract.

(6) Does not apply to the letting of a contract for a building by a school district because such a district is not required to advertise for proposals for construction. Consolidated School Dist. v. Frey, 11 W (2d) 434, 105 NW (2d) 841.

Where a contractor fails to list another corporation as a subcontractor pursuant to (7), this alone does not prove that the other corporation was an agent, not a subcontractor for purposes of claiming a lien under 289.53. Boehck Construction Equipment Corp. v. Voigt, 17 W (2d) 62, 115 NW (2d) 627, 117NW (2d) 372

66.293 Contractor's failure to comply with municipal wage scale. (1) It shall be the duty of every city, village, township, county, school board, school district, sewer district, drainage district, commission, public or quasi-public corporation or any other governmental unit, which proposes the making of a contract for any project of public works, to determine the rate of wage scale which shall be paid by the contractor to the employes upon such project. Reference to such rate of wage scale shall be published in the notice issued for the purpose of securing bids for such project. Whenever any contract for a project of public works is entered into, the rate of wage scale shall be incorporated in and made a part of such contract. All employes working upon the project shall be paid by the contractor in accordance with the rate of wage scale incorporated in the contract. Such rate of wage scale shall not be altered during the time that such contract is in force.

(2) Whenever any city, village, township, county, school board, school district, sewer district, drainage district, commission, public or quasi-public corporation or any governmental unit, shall by ordinance, resolution, rule or by-law, establish a rate of wage scale to be paid to employes upon any project

(3) Every municipality, before soliciting bids on a contract for any project of public works except highway, street or bridge construction, shall apply to the industrial commission to ascertain the prevailing wage rate in all trades and occupations required in the work contemplated. The commission shall determine the prevailing wage rate for each trade or occupation pursuant to s. 103.49, shall make its determination within 30 days after receiving the request and shall file the same with the municipality applying therefor. Reference to such prevailing wage rates shall be published in the notice issued for the purpose of securing bids for the project. Whenever any contract for a project of public works except highway, street or bridge construction is entered into, the wage rate shall be incorporated into and made a part of the contract. All employes working on the project shall be paid by the contractor in accordance with the wage rate incorporated in the contract. Such wage rate shall not be altered during the time that the contract is in force.

(a) Any contractor, subcontractor or agent thereof, who fails to pay the prevailing rate of wages determined by the commission under this section, shall be liable to the employes affected in the amount of their unpaid minimum wages or their unpaid overtime compensation and an additional equal amount as liquidated damages. Action to recover the liability may be maintained in any court of competent jurisdiction by any one or more employes for and in behalf of himself and other employes similarly situated. No employe shall be a party plaintiff to any such action unless he gives his consent in writing to become such a party and the consent is filed in the court in which the action is brought. The court shall, in addition to any judgment awarded to the plaintiff, allow a reasonable attorney's fee and costs to be paid by the defendant.

(b) In this subsection, "municipality" means any city, village, town, county, common school district, high school district, unified school district, county-city hospital established under s. 66.47, sewerage commission organized under s. 144.07 (4), metropolitan sewerage district organized under s. 66.209 or any other unit of government or any agency or instrumentality of 2 or more units of government in this state.

(c) This subsection shall not apply to any highway, street or bridge construction or to any public works project for which the estimated project cost of completion is below $2,500 where a single trade is involved and $25,000 where more than one trade is involved on such project.

(d) The commission, upon petition of any municipality, shall issue an order exempting the municipality from this subsection when it is shown that an ordinance or other enactment of the municipality sets forth the standards, policy, procedure and practice that results in standards as high or higher than those under s. 103.49.

(4) The failure to pay the required wage to an employe for any one week or part thereof shall be deemed a separate offense.

67.01 Definitions and interpretations. In this chapter, unless the context or subject matter otherwise requires:

(1) "Municipality" includes a county, city, village, town, common school district, consolidated district, state graded school district, free high school district, union free high school district, unified school district, whether any such district is joint or otherwise, a board of education, a board of park commissioners, and any other public body empowered to borrow money and issue written obligations to repay the same out of public funds or revenues.

(2) "Municipal obligation" includes every lawful promise or engagement in writing by a municipality to pay at a specified future time a specified sum of money.

(3) "Governing body" includes a town or county board, the legislative body of a city or village, and the board of any district or other municipality enumerated in subsection (1).

(4) Every reference to the population of a municipality refers to its population according to the last United States census; and every reference to the value of the taxable property in a municipality refers to such value as equalized for state purposes.

(5) "Recorded" means copied at length in the record book required by subsection (12) of section 67.05.

(6) "Initial resolution" means any resolution or ordinance adopted pursuant to subsection (1) or subsection (2) of section 67.05, by which a proceeding is instituted for the purpose of authorizing a municipality to borrow money and issue bonds or other municipal obligations.

(8) This chapter is not applicable:

(a) To the borrowing of moneys belonging to the common school fund, the normal school fund, the university fund or the agricultural college fund; all of which borrowing shall continue to be regulated by chapter 25 of these statutes.

(b) To the issue or payment of street, sewer, harbor or other improvement bonds or certificates which do not constitute a general liability of the municipality issuing them, and for the payment of which specified portions only of the taxable property in such municipality are taxable.

(d) To drainage bonds issued by authority of ch. 88 (or ch. 88 or 89 as they existed prior to January 1, 1965).

(e) To viaduct bonds issued pursuant to s. 59.91 [Stats. 1953].

(f) To special improvement bonds issued pursuant to s. 59.92 [Stats. 1953].

(g) To mortgage bonds or mortgage certificates issued for the purpose of purchasing, acquiring, constructing, extending, adding to or improving public utilities, including street railways, pursuant to ss. 66.06 to 66.078, nor to refunding bonds authorized pursuant to s. 66.066 (2) (b).

(h) To contractor's certificates, general obligation-local improvement bonds or special assessment B bonds issued pursuant to section 66.54 except as therein specified.

67.015 Housing authorities exempted. This chapter shall not be applicable to borrowing by housing authorities or county veterans' housing authorities under sections 66.39 to 66.404.

67.02 Procedure validated. (1) Validations heretofore [1921] effected by legislative enactments of defective or irregular procedure in the creation, execution, or issue of municipal obligations continue unaffected by the repeal of said enactments or by the consolidation and revision of them in this chapter.

(2) Defects and irregularities in any such proceeding hereafter [1921] had which is for a lawful purpose, is unaffected by fraud, and does not exceed any statutory or constitutional limitation of amount, shall not invalidate the bonds issued or the indebtedness incurred after the bonds have been sold or hypothecated and the proceeds thereof received and appropriated by the municipality to such lawful purpose, nor after the performance of a contract has been entered upon by a party whose performance of the contract is the consideration for such bonds or other obligations.

(3) The governing body of any municipality about to issue municipal bonds may, in its discretion, submit to the attorney general a certified copy of all its proceedings preliminary to such issue, and also the unsigned bonds, for examination and certification as provided by s. 14.53 (5a). As soon as bonds so examined and certified shall be returned the clerk of the municipality shall record such certificate.

67.03 Grant of power to borrow; general limitations of indebtedness. (1) Except as provided in s. 67.01 (8), municipalities may borrow money and issue municipal obligations therefor only for the purposes and by the procedure specified in this chapter. The aggregate amount of indebtedness, including existing indebtedness, of any municipality shall not exceed 5% of the value of the taxable property located therein as equalized for state purposes except as follows:

(a) For any city authorized to issue bonds for school purposes, an additional 10 per cent may be incurred for school purposes only, and in such cases the territory attached to the city for school purposes shall be included in the total taxable property supporting the bonds issued for school purposes.

(b) For any school district which offers no less than grades 1 to 12 and which at the time of incurring such debt is eligible for the highest level of school aids, 10 per cent of such equalized value shall be permitted.

(2) The amount so limited includes such indebtedness only as has been or may be incurred independently by a municipality for its own separate purposes; and does not include any indebtedness, in whole or in part, that has been or may be incurred independently by any other municipality for its own separate purposes, even though the territory and taxable property of either municipality constitutes the whole or a part of the territory and taxable property of the other.

(3) Whenever a municipality acquires a utility or other property of any kind that at the time is incumbered by mortgage, trust deed or otherwise, the municipality does not assume the payment of such incumbrance, nor does the incumbrance constitute any part of the amount limited by subsection (1). Neither is any deffered payment upon a municipal contract a part of said amount, if the contract expressly provides immunity for the municipality from all liability arising from such contract to make such payment.

(4) The last determination made by the department of taxation of the full value of the taxable property in any municipality, including cities with territory attached for school purposes, under this section or s. 40.68 or 70.57, shall be the value of such property as equalized for state purposes.

(5) (a) When the last determination made by the department of taxation of the full value of the taxable property in a city authorized to issue bonds for school purposes, including territory attached to such city for school purposes, or in a school district or other municipality is not a true valuation of the taxable property therein because of change in the territory thereof, the department of taxation, upon application in writing by the clerk of such city or school district or other municipality, in such form as the department prescribes, shall increase or decrease the last determination in such amount as in the best judgment of the department makes proper adjustment for the change in territory and the resulting adjusted valuation shall thereupon constitute the value of the taxable property in such city, city and attached territory, school district or other municipality as equalized for state purposes.

(b) When a new city authorized to issue bonds for school purposes or a new school district or other municipality has been formed for which no determination of the full value of the taxable property therein, including territory attached for school purposes, has been made by the department of taxation, upon application in writing by the clerk of such city, school district or other municipality, in such form as the department prescribes, it shall determine according to its best judgement from all sources of information available to it the full value of the taxable property in such city, city and attached territory, school district or other municipality which valuation shall thereupon constitute the value of the taxable property in such city, city and attached territory, school district or other municipality as equalized for state purposes.

(6) The department of taxation is authorized to certify to the clerk of any city authorized to issue bonds for school purposes, or of any school district, or of any other municipality, the full value of the taxable property of such city, including territory attached for school purposes, or school district or other municipality as equalized for state purposes, when such valuation is requested for use in connection with the borrowing of money by such city, school district or other municipality.

(7) For the purposes of indebtedness school districts which in successive years operate all grades to tenth, eleventh and twelfth as provided in s. 40.70 (8) shall be considered school districts offering no less than grades one to 12.

62.15 Public works. (1) CONTRACTS; HOW LET. All public construction, the estimated cost of which shall exceed $1,000 shall be let by contract to the lowest responsible bidder; all other public construction shall be let as the council may direct. The council may also by a vote of three-fourths of all the members-elect provide by ordinance that any class of public construction or any part thereof may be done directly by the city without submitting the same for bids.

(1a) ESCALATOR CLAUSES. Contracts may include escalator clauses providing for additional charges for labor and materials if as a result of general inflation the rates and prices of the same to the contractor increase during performance of the contract. Such escalator provision shall be applicable to all bidders and shall not exceed 15 per cent of the amount of the firm bid nor the amount of the increase paid by the contractor. Each bid on a contract which is to include an escalator provision shall be accompanied by a schedule enumerating the estimated rates and prices of items of labor and materials used in arriving at the bid. Only as to such items as are enumerated shall an increased charge be allowed the contractor.

(1b) EXCEPTION AS TO PUBLIC EMERGENCY. The provisions of sub. (1) and s. 144.04 are not mandatory for the repair and reconstruction of public facilities when damage or threatened damage thereto creates an emergency, as determined by resolution of the board of public works or board of public utility commissioners, in which the public health or welfare of the city is endangered. Whenever the city council determines by majority vote at a regular or special meeting that an emergency no longer exists, this subsection no longer applies.

(1c) INCREASED QUANTITY CLAUSES. Contracts may include clauses providing for increasing the quantity of construction required in the original contract by an amount not to exceed 15 per cent of the original contract price.

(2) PLANS; CONTRACT; BOND. When the work is required or directed to be let to the lowest responsible bidder, the board of public works shall prepare plans and specifications for the same, containing a description of the work, the materials to be used and such other matters as will give an intelligent idea of the work required and file the same with the city clerk for the inspection of bidders, and shall also prepare a form of contract and bond with sureties required, and furnish a copy of the same to all persons desiring to bid on the work.

(3) ADVERTISEMENT FOR BIDS. After the plans, specifications and form of contract shall have been prepared the board of public works shall advertise for proposals for doing such work by publishing a notice in the official newspaper for such length of time as it may think the interest of the city demands, not less than once a week for 2 successive weeks. No bid shall be received unless accompanied by a certified check or a bid bond equal to at least 5 per cent but not more than 10 per cent of the bid payable to the city as a guaranty that if his bid is accepted he will execute and file the proper contract and bond within the time limited by the city. If the successful bidder so files the contract and bond, upon the execution of the contract by the city the check shall be returned. In case he fails to file such contract and bond the amount of the check or bid bond shall be forfeited to the city as liquidated damages. The notice published shall inform bidders of this requirement.

(4) SURETIES, JUSTIFICATION. The sureties shall justify as to their responsibility and by their several affidavits show that they are worth in the aggregate at least the amount mentioned in the contract in property not by law exempt from execution. A certified check in amount equal to five per cent of the bid, and a provision in the contract for the retention by the city of twenty per cent of the estimates made from time to time may be accepted in place of sureties.

(4m) SUBSTANTIAL COMPLIANCE. If any certified check or bid bond is in substantial compliance with the minimum guaranty requirements of subs. (3) and (4), the letting authority may, in its discretion, accept such check or bid bond and allow such bidder 30 days to furnish such additional guaranty as may be required by said authority. Substantial compliance hereunder may be found if said check or bond is insufficient by not more than one-fourth of one per cent of the bid.

(5) REJECTION OF BIDS. The power to reject any and all bids shall exist unless expressly waived. The board of public works may reject any and all bids, if, in their opinion, any combination has been entered into to prevent free competition. The council may, if it be of the opinion that any of the bids are fraudulent, collusive, excessive or against the best interests of the city, by resolution adopted by two-thirds of its members, reject any or all of the bids received and order the work done by the city directly under the supervision of the board of public works and the provisions of subsections (2) and (3) of section 61.54 shall apply to the performance of such work.

(6) INCOMPETENT BIDDERS. Whenever any bidder shall be, in the judgment of said board, incompetent or otherwise unreliable for the performance of the work on which he bids, the board shall report to the council a schedule of all the bids for such work, together with a recommendation to accept the bid of the lowest responsible bidder, with their reasons; and thereupon the council may direct said board either to let the work to such competent and reliable bidder or to readvertise the same; and the failure to let such contract to the lowest bidder in compliance with this provision shall not invalidate such contract or any special assessment made to pay the liability incurred thereunder.

(7) PATENTED MATERIAL OR PROCESS. Any public work, whether chargeable in whole or in part to the city, or to any lot or lots or parcels of land therein, may be done by the use of a patented article, materials or process, in whole or in part, or in combination with articles, materials, or processes not patented, when the city shall have obtained from the owner of the patented article, materials or process, before advertising for bids for such work, an agreement to furnish to any contractor, desiring to bid upon such work as a whole, the right to use the patented article, materials and processes in the construction of said work, and also to furnish to any contractor the patented article itself upon the payment of what the authorities of said city charged with the duty of letting a contract for such public work shall determine to be a reasonable price therefor, which price shall be publicly stated and furnished upon application to any contractor desiring to bid on said work.

(8) ALTERNATIVE PLANS AND SPECIFICATIONS. Different plans and specifications for any public work may be prepared by the proper authorities requiring the use of different kinds of materials, whether patented or not, thereby bringing one kind of article, material or process in competition with one or more other kinds of articles, materials or processes designed to accomplish the same general purpose, and bids received for each such kind of article, material or process, and thereafter a contract let for one kind of article, material or process; provided, that before any contract is let all the bids received shall be opened, and considered before the kind of article or process to be used in such work shall be decided upon by the proper city authorities, and thereupon the proper city authorities shall first determine which kind of article, material or process shall be used in the work, and the contract shall be let to the lowest responsible bidder for the kind of article, material or process so selected for use in the proposed public work.

(9) GUARANTY. Any contract for doing public work may contain a provision requiring the contractor to keep the work done under such contract in good order or repair for not to exceed five years. The inclusion in the contract of any such provision shall not invalidate any special assessment or certificate thereof or tax sale certificate based thereon.

(10) ESTIMATES; DEPOSIT; DEFAULT; COMPLETION. As the work progresses under any contract for the performance of which a surety bond has been furnished the board of public works shall, from time to time, grant to the contractor an estimate of the amount and proportionate value of the work done, withholding in all cases 10 per cent of said estimate, which shall entitle the holder to receive the amount thereof, less such 10 per cent, from the proper fund. All contracts shall contain a provision authorizing such board, in case the work under any contract is not completed within the time required, to take charge of the work and finish it at the expense of the contractor and his sureties, and to apply the amounts retained from estimates to the completion of the work. In no case shall the 5 per cent deposit described in subsection (4) be returned to a successful bidder until the contract is performed; but it, together with the retained amounts, shall be used in whole or in part to complete the work. Any amount remaining from the deposit or from retained estimates after the completion of a contract shall be paid to the contractor.

(11) STREET OBSTRUCTION. All contractors doing any work which shall in any manner obstruct the streets or sidewalks shall put up and maintain barriers and lights to prevent accidents, and be liable for all damages caused by failure so to do. All contracts shall contain a provision covering this liability, and also a provision making the contractor liable for all damages caused by the negligent digging up of streets, alleys or public grounds, or which may result from his carelessness in the prosecution of such work.

(12) CONTRACTS; HOW EXECUTED. All contracts shall be signed by the mayor and clerk, unless otherwise provided by resolution or ordinance, and approved as to form by the city attorney. No contract shall be executed on the part of the city until the comptroller shall have countersigned the same and made an indorsement thereon showing that sufficient funds are in the treasury to meet the expense thereof, or that provision has been made to pay the liability that will accrue thereunder.

(14) REPORT TO COUNCIL OF NONBID CONTRACTS. Whenever the council of any city shall have provided by ordinance that any class of public work or any part thereof may be done directly by the city without submitting the same for bids as provided in subsection (1), and any such public work shall be done in accordance with such ordinance, the board of public works shall keep an accurate account of the cost thereof, including the necessary overhead expense. Upon the completion of such work said board shall make a complete report thereof to the council, stating in detail the items of cost and the total cost of doing such work, and the city clerk shall publish such report as a part of the proceedings of the council. Any member of the board of public works who fails to comply with the provisions of this subsection shall be liable to a forfeiture of fifty dollars to be recovered as in case of other penalties.

71.10 Filing returns; payment of tax; tax refunds and credits; nonresident contractor's surety bond; withholding statements and wage reports. (1) Every corporation, except corporations all of whose income is exempt from taxation, shall furnish to the department of taxation a true and accurate statement, on or before March 15 of each year (except that returns for fiscal years ending on some other date than December 31 shall be furnished on or before the fifteenth of day of the third month following the close of such fiscal year) in such manner and form and setting forth such facts as said department deems necessary to enforce the provisions of this chapter. Such statement shall be subscribed by the president, or vice president or other principal officer and the treasurer, assistant treasurer or chief accounting officer of said corporation, and in the case of corporations in liquidation or in the hands of a receiver such return shall be subscribed by the person responsible for the conduct of the affairs of such corporation. All corporations doing business in this state shall also file with the department of taxation on or before March 15 of each year on forms prescribed by the department of taxation, a statement of such transfers of its capital stock as have been made by or to residents of this state during the preceding calendar year. Such schedule shall contain the name and address of the seller, date of transfer, and the number of shares of stock transferred; and such corporation shall also file with the department of taxation on or before March 15 of each year any information relative to payments made within the preceding calendar year of rents, royalties, interest, dividends, and liquidating dividends to persons taxable thereon under this chapter in amounts and in the manner and form prescribed by the department of taxation. Nothing contained in this subsection shall preclude the department of taxation from requiring any corporation to file an income tax return when in the judgment of the department of taxation a return should be filed.

(2) Every person other than a corporation, having for the calendar year a gross income of $600 or more and every married person receiving any net income during the year when the combined net incomes of such married person and his or her spouse is $1,400 or more shall report the same on or before April 15 following the close of such year (or when such person's fiscal year is other than the calendar year, then on or before the fifteenth day of the fourth month following the close of such fiscal year) to the assessor of incomes, in the manner and form prescribed by the department of taxation, whether notified to do so or not, and shall be subject to the same penalties for failure to report as those who receive notice. If the taxpayer is unable to make his own return, the return shall be made by a duly authorized agent or by the guardian or other person charged with the care of the person or property of such taxpayer. Nothing contained in this subsection shall preclude the assessor of incomes from requiring any person other than a corporation to file an income tax return when in the judgment of the assessor of incomes a return should be filed.

(3) (a) Every partnership shall furnish to the assessor of incomes a true and accurate statement, on or before April 15 of each year, except that returns for fiscal years ending on some other date than December 31, shall be furnished on or before the fifteenth day of the fourth month following the close of such fiscal year, in such manner and form and setting forth such facts as the department of taxation shall deem necessary to enforce the provisions of this chapter. Such statement shall be subscribed by one of the members of said partnership.

(b) The net income of the partnership shall be computed in the same manner and on the same basis as provided for computation of the income of persons other than corporations.

(c) Partners shall file their returns on the basis of a fiscal or calendar year which coincides with that upon which the partnership return is filed, except when the department of taxation or assessor of incomes, for good cause shown, authorizes or directs filing on a different basis. Persons who are partners in more than one partnership shall file their returns on the basis of a fiscal or calendar year which coincides with that upon which the returns of one such partnership is filed, except that the department of taxation or assessor of incomes may direct filing on a different basis in such cases.

(3m) (a) Except as provided in section 71.10 (3) (c) a taxpayer may not change his basis of reporting from a calendar year to a fiscal year, from a fiscal year to a calendar year, or from one fiscal year to another without first obtaining the approval of the commissioner of taxation or the assessor of incomes.

(b) If a taxpayer, as required pursuant to section 71.10 (3) (c), or otherwise with the approval of the commissioner or the assessor of incomes, changes his basis of reporting from a calendar year to a fiscal year a separate return shall be made for the period between the close of the last calendar year and the date designated as the close of the fiscal year. If the change is from a fiscal year to a calendar year, a separate return shall be made for the period between the close of the last fiscal year and the following December 31. If the change is from one fiscal year to another fiscal year a separate return shall be made for the period between the close of the former fiscal year and the date designated as the close of the new fiscal year. In no case shall a separate income tax return be made for a period of more than 12 months.

(c) When a separate income tax return is made for a fractional part of a year the income shall be computed and reported on the basis of the period for which the separate return is made, and such fractional part of a year shall constitute an income year.

(d) If a separate income tax return is made for a short period under par. (b) on account of a change in the income year, the net income for such short period shall be placed on an annual basis by multiplying the amount thereof by 12 and dividing by the number of months included in the period for which the separate return is made. The tax shall be such part of the tax computed on such annual basis (after deduction of any personal exemptions allowable under s.71.09) as the number of months in such short period is of 12 months. If the individual's personal exemption status changed during the short period, such status shall be determined as of the end of such short period.

(4) In their return for purposes of assessment persons deriving incomes from more than one political subdivision of the state shall compute the amount of income properly assignable to each political subdivision of the state in such form and manner as the department of taxation prescribes.

(5) In case of inability of a person, or of an officer of any corporation required to file a return, or for other sufficient reason, the department of taxation in the case of corporations and the assessor of incomes in the case of persons other than corporations may on written request allow such further time for making and delivering such return as they may deem necessary not to exceed 30 days. Income taxes payable upon the filing of the tax return shall not become delinquent during such extension period, but shall be subject to interest at the rate of 5 per cent per annum during such period.

(ab) An extension of time for filing a return of income for the calendar or corresponding fiscal year 1957 and 1958 shall be granted to any person in the armed forces of the United States who is located beyond the borders of the United States on the first day following the close of his income year or on the fifteenth day of the fourth month following the close of such year. The return of such person shall be filed 6 months after termination of such person's military service but in no event later than the fifteenth day of the sixth month following the close of such person's 1958 calendar or corresponding fiscal year. No interest or penalties shall be imposed during any extension period provided for in this paragraph.

(b) An extension of time for filing returns of income for all taxable years begun after December 31, 1941, shall be granted to any person residing or traveling abroad on duty for the United States or any department thereof or for the American Red Cross, for a period up to and including the 15th day of the 6th month following the close of the taxable year.

(7) Each person, firm or corporation except farmers and wholesalers subject to s.78.66 required under this chapter to file a return of income in which inventories are a factor shall on or before the due date of his income tax return file for each taxing district on a form to be provided by the department of taxation the following information: (a) the inventory at the beginning and at the end of the fiscal year; (b) the total of merchandise purchased during the year; and (c) the total sales during the year. Failure of any person to file the information required by this subsection shall be deemed a failure to file a return and subject such person to the penalties provided in s.71.11 (40) and in addition such person shall be denied

any right of abatement by the board of review on account of the assessment of such personal property unless such person, firm or corporation shall make such return to such board of review together with a statement of the reasons for the failure to make and file the return in the manner and form required by this section. Such information shall be forwarded by the department to the assessor in the local taxation district concerned within 45 days after the statutory filing date for corporate returns and 30 days after the statutory filing date for noncorporate returns.

(8) (a) Every person or partnership required to deduct and withhold from an employe under the general withholding provisions of this chapter during the calendar year 1962 or in any calendar year thereafter shall furnish to each such employe in respect of the remuneration paid by such person or partnership to such employe during the calendar year, on or before January 31 of the succeeding year, or if his employment is terminated before the close of any such calendar year on the day on which the last payment of remuneration is made, 2 legible copies of a written statement showing the following:

1. The name of such person or partnership, and his or its Wisconsin income tax identification number, if any.

2. The name of such employe, and his social security number, if any.

3. The total amount of wages as defined in s.71.19 (1).

4. The total amount deducted and withheld as required by the general withholding provisions of this chapter.

(b) The employe shall furnish the department of taxation one copy of such written statement along with his return for the year.

(8m) Every person required to deduct and withhold from an employe under this chapter shall furnish to the department of taxation at its offices in Madison, in respect to remuneration paid by such person to such employe during the calendar year, on or before January 31 of the succeeding year, one legible copy of the written statement referred to in sub. (8)

(8n) Every resident of this state and every nonresident carrying on activities within this state, whether taxable or not under this chapter, who or which shall pay in any calendar year for services performed within this state by an individual remuneration which is excluded from the definition of wages in s. 71.19 (1), in the amount of $600 or more, shall, on or before January 31 of the succeeding year furnish the department of taxation at its offices in Madison, a written statement in such form as required by the department, disclosing the name of the payor, the name and address of the recipient and the total amount paid in such year to such recipient. In any case in which an individual receives wages, as defined in s. 71.19 (1) and also remuneration for services which remuneration is excluded from such definition, both from the same payor, the wages and the excluded remuneration shall both be reported in the report required by sub. (8m) in a manner satisfactory to the department, regardless of the amount of the excluded remuneration.

(9) All income taxes shall be paid to the department of taxation. Income taxes payable by corporations shall be paid to the department of taxation at its office at Madison and income taxes payable by persons other than corporations shall be paid to designated representatives of the department of taxation located at the office of the assessor of incomes for the district in which the taxpayer resides.

(a) Corporation income taxes not paid on or before the fifteenth day of the third month following the close of the income year, shall be deemed delinquent.

(am) With respect to the payment of taxes on income of the calendar year 1954 and corresponding fiscal years to and including 1961 calendar and corresponding fiscal years, the initial payment of taxes on incomes of persons other than corporations who file on a calendar year basis shall be paid on or before April 15 following the close of the calendar year. Such initial payment shall be in the amount equal to at least one-third the total tax, and shall not be less than $20 if the total tax exceeds $20, nor less than the total amount of the tax if the same does not exceed $20. The balance of such tax shall be paid on or before August 1 following the close of the calendar year.

(an) -With respect to the payment of taxes on income of the calendar year 1962 and corresponding fiscal years, and thereafter, the final payment of taxes on incomes of persons other than corporations who file on a calendar year basis shall be made on or before April 15 following the close of the calendar year. If the return of a person other than a corporation is made on the basis of a fiscal year, such final payment shall be made on or before the fifteenth day of the fourth month following the close of such fiscal year.

(bm) If the return of a person other than a corporation is made on the basis of a fiscal year such initial payment shall be paid on or before the fifteenth day of the fourth month following the close of such fiscal year. The balance shall be paid on or before the first day of the eighth month following the close of such fiscal year. This subsection shall be in force up to and including the 1961 fiscal year.

(d) Back assessments of income taxes omitted from initial rolls and additional income taxes assessed under section 71.11 (16) and (20) shall become due and payable on entry upon the assessment roll.

(e) The department of taxation shall accept in advance income taxes and surtaxes from taxpayers desirous of making such payments before the same shall become due and payable. Advance payment of taxes under this provision shall not relieve the taxpayer from additional taxes which may result from subsequent legislation or from additional taxable income disclosed or discovered subsequent to such payment.

(f) Amounts received in respect of the services of a child shall be included in his gross income and not in the gross income of the parent, even though such amounts are not received by the child. All expenditures by the parent or the child attributable to amounts which are includible in the gross income of the child and not of the parent solely by reason of the preceding sentence shall be deemed to have been paid or incurred by the child. For the purposes of this subsection, the term "parent" includes an individual who is entitled to the services of a child by reason of having parental rights and duties in respect of the child. Any tax assessed against the child, to the extent attributable to amounts includible in the gross income of the child and not of the parent solely by reason of the first sentence of this subsection shall, if not paid by the child, for all purposes be considered as having also been properly assessed against the parent.

(10) (a) The provisions for refunds and credits provided in this subsection shall be the only method for the filing and review of claims for refund of income and surtaxes, and no person shall be allowed to bring any action or proceeding whatever for the recovery of such taxes other than is provided in this subsection.

(b) In accordance with the provisions of and subject to the limitations of this subsection, refunds or credits may be made with respect to income taxes and surtaxes assessed on incomes received in the calendar year 1953 or corresponding fiscal year, and in prior years, if the claim therefor is filed within 4 years after the close of the period covered by the income tax return.

(bm) With respect to income taxes and surtaxes assessed on incomes received in the calendar year 1954 or corresponding fiscal year and up to and including the 1961 calendar and corresponding fiscal years, refunds may be made if the claim therefor is filed within 4 years of the date the income tax return was filed, provided that for purposes of this paragraph, a return filed before the last day prescribed by law for the filing thereof shall be considered as filed on such last day.

(bn) With respect to income taxes and surtaxes assessed on incomes received in the calendar year 1962 or corresponding fiscal year, and subsequent years, refunds may be made if the claim therefor is filed within 4 years of the date the income tax return was filed, provided that for purposes of this paragraph a return filed before the last day prescribed by law for the filing thereof shall be considered as filed on such last day and that no refund may be made of any income taxes withheld and paid or declared and paid with respect to which an income tax return was not filed when due unless claim therefor is filed within 4 years of the date such return was due.

(c) No refund shall be made on the over-withholding or over-declaration of estimated income taxes with respect to any person for any income year in an amount less than $2 unless such refund is specifically applied for on the return of such person reporting his income for such year.

(d) No refund shall be made and no credit shall be allowed on any item of income or deduction, assessed as a result of an office audit, the assessment of which shall have become final and conclusive under the provisions of section 71.12 (1), 71.12 (3), 73.01 or 73.015; and no refund shall be made and no credit shall be allowed for any year, the income of which was assessed as a result of a field audit, and which assessment has become final and conclusive under the provisions of section 71.12 (1), 71.12 (3), 73.01 or 73.015.

(f) Every claim for refund or credit of income or surtaxes shall be filed with the department of taxation in case of assessments made by it, and with the assessor of incomes in case of assessments made by him, and such claim shall set forth specifically and explain in detail the reasons for the basis of such claim. After such claim has been filed it shall be considered and acted upon in the same manner as are additional assessments made under sections 71.11 (16) and 71.11 (20).

(g) The department of taxation and assessors of incomes are directed to act on any claim for refund or credit within one year after the receipt thereof and their failure to act shall have the effect of allowing such claim and the department of taxation or assessor of incomes shall certify such refund or credit.

(11) If the renegotiation or price redetermination of any defense contract or sub-contract by the government of the United States or any agency thereof or the voluntary adjustment of prices, costs or profits on any such contract or subcontract results in a reduction of income, the amount of any repayment or credit pursuant to such renegotiation, price redetermination, or adjustment (including any federal

income taxes credited as a part thereof) shall be allowed as a deduction from the taxable income of the year in which said income was reported for taxation. Any federal income tax previously paid upon any income so repaid or credited shall be disallowed as a deduction from income of the year in which such tax was originally deducted, to the extent that such tax constituted an allowable deduction for said year. Any taxpayer affected by such renegotiation, price redetermination, or voluntary adjustment may within one year after the final determination thereof file a claim for refund and secure the same without interest, and the department of taxation shall make appropriate adjustments on account of said tax deductions without interest, notwithstanding the limitations of sub. (10) or other applicable statutes. This subsection shall apply to the calendar or fiscal year 1940 and all subsequent years.

(13) Documents and payments required or permitted by this chapter shall be considered furnished, reported, filed or made on time, if mailed in a properly addressed envelope, with postage duly prepaid, which envelope is postmarked before midnight of the date prescribed for such furnishing, reporting, filing or making, provided such document or payment is actually received by the department within 5 days of such prescribed date.

(14) (a) All nonresident persons, whether incorporated or not, engaging in construction contracting in this state as contractor or subcontractor and not otherwise regularly engaged in business in this state, shall file a surety bond with the department, payable to the Wisconsin department of taxation, to guarantee the payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employes, together with any penalties and interest thereon. The department shall approve the form and contents of such bond. The amount of the bond shall be 3 per cent of the contract or subcontract price on all contracts of $50,000 or more or 3 per cent of contractor's or subcontractor's estimated cost-and-profit under a cost-plus contract of $50,000 or more. When the aggregate of 2 or more contracts in one calendar year is $50,000 or more the amount of the bond or bonds shall be 3 per cent of the aggregate amount of such contracts. Such surety bond must be filed within 60 days after construction is begun in this state by any such contractor or subcontractor on any contract the price of which is $50,000 or more (or the estimated cost-and-profit of which is $50,000 or more), or within 60 days after construction is begun in this state on any contract for less than $50,000, when the amount of such contract, when aggregated with any other contracts, construction on which was begun in this state in the same calendar year, equals or exceeds $50,000. If the department concludes that no bond is necessary to protect the tax revenues of the state, including contributions under ch. 108, the requirements under this subsection may be waived by the commissioner of taxation or his designated departmental representative. The bond shall remain in force until the liability thereunder is released by the commissioner or his designated departmental representative.

(b) A construction contractor required to file a surety bond under par. (a) may, in lieu of such requirement, but subject to approval by the department, deposit with the state treasurer an amount of cash equal to the face of the bond that would otherwise be required. If an offer to deposit is made the department shall issue a certificate to the state treasurer authorizing him to accept payment of such moneys and to give his receipt therefor. A copy of such certificate shall be mailed to the contractor who shall, within the time fixed by the department, pay such amount to said treasurer. A copy of the receipt of the state treasurer shall be filed with the department. Upon final determination by the department of such contractor's liability for state income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employes, interest and penalties, by reason of such contract or contracts, the department shall certify to the state treasurer the amount of taxes, penalties and interest as finally determined, shall instruct him as to the proper distribution of such amount, and shall state the amount, if any, to be refunded to such contractor. The state treasurer shall make the payments directed by such certificate within 30 days after receipt thereof. Amounts refunded to the contractor shall be without interest.

(c) All persons subject to the provisions of this subsection shall notify the department of taxation of the completion of a construction project in this state within 30 days after such completion.

(d) Any person who fails or refuses to comply with the provisions of this subsection shall be fined not less than $300 nor more than $5,000.

289.16 Public works, form of contract, bond, remedy. (1) All contracts with the state involving $2,500 or more and all other contracts involving $500 or more for the performance of labor or furnishing materials when the same pertains to any public improvement or public work of whatsoever kind shall contain a provision for the payment by the contractor of all claims for labor performed and materials furnished, used or consumed in making such public improvement or performing such public work, including, without limitation because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline and other motor oil, lubricating oil, and greases, and the premiums for workmen's compensation insurance and the contributions for unemployment compensation; and no such contract shall be made unless the contractor gives a bond issued by a surety company licensed to do business in this state, the penalty of which shall not be less than the contract price, conditioned for the faithful performance of the contract, and the payment to every person entitled thereto of all the claims for labor performed, and materials furnished under such contract, to be used or consumed in making such public improvement or performing such public work as provided in such contract and as above specified, such bond in the case of the state to be approved by the governor, or a county by its district attorney, of a city or village by its mayor or president, of a town by its chairman, of a school district by the director or president and in case of any other public board or body by the presiding officer thereof. No assignment, modification, or change of the contract, or change in the work covered thereby, nor any extension of time for completion of the contract shall release the sureties on said bond. Neither the invitation for bids, nor the person having power to approve the contractor's bond, shall require that such bond be furnished by a specified surety company, or through a specified agent or broker.

(2) Any party in interest may, not later than one year after the completion of said contract, maintain an action in his own name against such contractor and the sureties upon such bond for the recovery of any damages he may have sustained by reason of the failure of said contractor to comply with said contract or with the contract between said contractor and subcontractors. If the amount realized on said bond be insufficient to satisfy all of the claims of the parties in full it shall be distributed among said parties pro rata.

(3) In an action by a county upon such bond all persons for whose protection it was given and who make claim thereunder may be joined in said action and the county highway commissioner may take assignments of all demands and claims for labor or material and enforce the same in said action for the benefit of the assignors, and the judgment may provide the manner in which such assignors shall be paid.

289.53 Public improvements; lien on contractor; duty of officials. (1) Any person furnishing labor or materials to be used or consumed in making public improvements or performing public work (including fuel, lumber, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electrical energy, gasoline, motor oil, lubricating oil, greases, premiums for workmen's compensation insurance and the contributions for unemployment compensation) to any contractor (except in cities of the first class) shall have a lien on the money or bonds or warrants due or to become due the contractor therefor; provided the lienor, before payment is made to the contractor, gives written notice to the debtor state, county, town or municipality of his claim. It shall withhold a sufficient amount to pay the claim; and when it is admitted by the contractor or established as provided in subsection (3), shall pay the same and charge it to the contractor. Any officer violating the duty hereby imposed shall be liable on his official bond to the claimant for the damages resulting from such violation. There shall be no preference between the lienors serving such notices.

(2) Service of the notice provided for in subsection (1) shall be made upon the clerk of the municipality or in his absence, upon the treasurer. In case any of the money due the contractor is payable by the state the notice aforesaid may be served by registered mail upon the state department, board or commission having jurisdiction over the work.

(3) If the contractor disputes the claim, the right to a lien and to the moneys in question shall be determined in an action brought by the lien claimant or the contractor in the circuit or county court. If the action is not brought within 3 months from the time the notice required by sub. (1) is served, and notice of bringing such action filed with the officer with whom the claim is filed, such lien rights are barred.

(4) (a) When the total of such lien claims exceeds the sum due the contractor, the rights of the lien claimants shall be determined in an action brought by lien claimants or the contractor in the circuit or county court. The state may be made a defendant if money is due from it.

(b) All lien claimants shall be made parties and such action shall be commenced within 3 months after acceptance of the work by the proper public authority except as otherwise hereinafter provided.

(c) Within 10 days after the filing of a certified copy of judgment in any such action with the officers with whom the notice authorized by subsection (1) is filed, the money due the contractor shall be paid to the clerk of court to be distributed in accordance with the judgment.

(d) If no action is commenced within the times hereinbefore provided, the officer, board, department or commission with whom the claims are filed shall determine who is entitled to said money and notify all claimants and the contractor in writing of the determination. Except as otherwise provided by subsection (3), unless an action is commenced by a claimant or by the contractor, within 20 days after the mailing of said notice, the money shall be paid out in accordance with the determination, and the liability of the state, county, town or municipality to any lien claimant shall cease.

SECTION 4. 41.155 of the statutes is repealed and recreated to read:

41.155 VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICTS.

(6) The board may levy on or before October 1 in any year a tax upon all the taxable property of the district for the purpose of making capital improvements, operating and maintaining schools designated under this section. In any one year the amount of such tax shall not exceed 2 mills on each dollar of equalized valuation. The secretary of the district board shall deliver to the clerk of each municipality in which any part of the district is located, a certified statement showing the amount of taxes voted and the amount of taxes to be collected in that year for the payment of any loan and the portion of such taxes to be assessed in that part of the district within the municipality which proportion shall be ascertained from the full valuation certified to him by the department of taxation. Upon receipt of such report the clerk of each such municipality shall place the same on the tax roll to be collected as are other taxes, and such money when collected shall be paid to the treasurer of such district.

(7) The district board may incur indebtedness for the acquisition of sites, buildings and equipment for the operation of the school and levy taxes for such capital outlay and interest. For purposes of this section, the purposes and specific limitations of bond issues as provided in s. 67.04(6) shall apply. The procedure for bond issues under this section shall be controlled by s. 67.05.

(10) The board may purchase machinery, tools and supplies, and purchase or lease suitable grounds or buildings for the use of such schools; rent to others any portion of such buildings and grounds not presently needed for school purposes; and erect, improve or enlarge buildings for the use of said schools. Existing school buildings and equipment shall be used as far as practicable. In a county where there is a county teachers college or joint county teachers college which is to be phased out of existence prior to July 1, 1970, the board shall utilize the existing buildings and equipment of such colleges to the extent possible. All conveyances, leases and contracts shall be in the name of the district.

(11) The board may contract with public educational institutions for instructional services.

(12) (a) The board shall have exclusive control of the school established by it and over all property, acquired for the use of said schools, except as otherwise provided by statute. The board may sue and be sued in the name of the district, and may prosecute or defend all suits brought under this section.

(b) All contracts made by the board for construction work involving the expenditure of $3,000 or more and all contracts for the purchase of materials, supplies and equipment not to be used for new construction work where the estimated cost is $3,000 or more shall be awarded to the lowest competent responsible bidders. In respect to any such contracts the board shall advertise for sealed proposals based upon a plan or profile of the work to be done and specifications therefor, or other appropriate sufficient description of the work required to be done, and the kinds or qualities of materials, equipment and supplies to be furnished, which shall be first placed on file in the office of the board for the information of bidders. The board may submit alternative plans and specifications for any contemplated public work or purchase as provided in s. 62.15(8). Such advertisement shall be published as a class 2 notice under ch. 985. The time fixed for opening of bids on work or materials that require engineering, design or fabrication shall not be earlier than 40 days after the availability of contract documents and the first publication of advertisement for bids. The board at its option may call for competitive bids on advertised notice or for informal bids on plans and specifications without such notice when the amounts of the expenditures involved are less than $3,000 for construction work and less than $3,000 for the purchase of materials, supplies and equipment not to be used for new construction work. A performance bond in the principal amount of the contract shall be required in such cases and on all contracts let by the board.

(c) All proposals shall be directed to the board and shall be accompanied by a surety bid bond executed by a surety corporation licensed to transact business in this state in a penal sum to be fixed by the board in dollars, but the amount thereof shall not be less than 5% nor more than 10% of the estimated cost of the construction work or the materials, equipment or supplies. In lieu of such bid bond, the bidder may accompany his bid with a certified check, a bank cashier's check or cash in the amount required by the board. In case the bidder awarded the contract fails or refuses to execute the contract and performance bond, the amount of the bid bond, certified check, cashier's check or cash shall be forfeited to the board as liquidated damages. Whenever the advertisement calls for the performance of different kinds of construction work or the furnishing of different kinds of qualities of materials, equipment or supplies, such contracts may be let in whole or in part to the lowest responsible bidder for particular parts of the proposed contract. The board may reserve the right to reject any and all bids and to waive minor irregularities. The board shall fix the time of completion of the contract and may, for good reason, extend the time for completion thereof. The board shall fix the amount of liquidated damages for failure of the contractor to complete the contract at the specified time, which damages shall not exceed one-half of one per cent of the estimated cost involved for each day of default. All contraets shall run in the name of the district and be executed by the chairman and secretary of the board. A bidder may, by written notice to the board, withdraw his bid before the time set for opening bids, and he may file additional bids before the opening date, but when the bids are opened at the prescribed time no bidder may withdraw or amend his bid for any reason. If the bidder appears to be acting in good faith and by oversight or error has made an improvident bid, the board may reject such bid, if it is the low bid, and award the contract to the next lowest responsible bidder. The board may demand that prospective bidders prequalify as to responsibility and competence. The board may for good reason waive liquidated damages for failure to complete at the time prescribed in the contract. The board shall insert in all contracts appropriate provisions, terms and conditions for suitable indemnity to the district against loss or expense, as to the payment of prevailing wage rates and to hours of daily work, as to payments on account to the contractor as the work progresses or deliveries are made, and in other particulars for the protection of the district.